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**STATE OF CALIFORNIA**  
**DEPARTMENT OF TRANSPORTATION**

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# **NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS**

**FOR CONSTRUCTION ON STATE HIGHWAY IN  
RIVERSIDE COUNTY NEAR DESERT CENTER FROM 0.2 km WEST OF DESERT CENTER  
UNDERCROSSING TO 1.7 km WEST OF WILEY WELL OVERCROSSING**

**DISTRICT 08, ROUTE 10**

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**For Use in Connection with Standard Specifications Dated JULY 1999, Standard Plans Dated JULY 1999, and Labor  
Surcharge and Equipment Rental Rates.**

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**CONTRACT NO. 08-437904**  
**08-Riv-10-R168.9/R215.6**

**Federal Aid Project**  
**ACIM-010-5(045)190E**

**Bids Open: April 5, 2001**  
**Dated: February 20, 2001**

**QCQA**

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# IMPORTANT SPECIAL NOTICES

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- The specifications for this project include Quality Control / Quality Assurance provisions for the contract item "Asphalt Concrete" in the Special Provisions. Asphalt concrete shall conform to the provisions in Section 11-1, "Quality Control / Quality Assurance," and the section entitled "Asphalt Concrete" in Section 10-1, "General," of the Special Provisions. Section 39, "Asphalt Concrete," of the Standard Specifications shall not apply to Type A and Type B asphalt concrete.
- The Special Provisions for Federal-aid projects (with and without DBE goals) have been revised to incorporate changes made by new regulations governing the DBE Program (49 CFR Part 26).

Sections 2 and 5 incorporate the changes. Bidders should read these sections to become familiar with them. Attention is directed to the following significant changes:

Section 2, "Disadvantaged Business Enterprise (DBE)" revises the counting of participation by DBE primes, and the counting of trucking performed by DBE firms. The section also revises the information that must be submitted to the Department in order to receive credit for trucking.

Section 2, "Submission of DBE Information" revises the information required to be submitted to the Department to receive credit toward the DBE goal. It also revises the criteria to demonstrate good faith efforts.

Section 5, "Subcontractor and DBE Records" revises the information required to be reported at the end of the project, and information related to trucking that must be submitted throughout the project.

Section 5, "DBE Certification Status" adds new reporting requirements related to DBE certification.

Section 5, "Subcontracting" describes the efforts that must be made in the event a DBE subcontractor is terminated or fails to complete its work for any reason.

Section 5, "Prompt Progress Payment to Subcontractors" requires prompt payment to all subcontractors.

Section 5, "Prompt Payment of Withheld Funds to Subcontractors" requires the prompt payment of retention to all subcontractors.

- **SURETY 2000**

Caltrans is conducting a pilot program in cooperation with Surety 2000, to test electronic bond verification systems. The purpose of the pilot program is to test the use of Surety 2000 for verifying a bidder's bond electronically.

Surety 2000 is an Internet-based surety verification and security system, developed in conjunction with the surety industry. Surety agents may contact Surety 2000 at 1-800-660-3263.

Bidders are encouraged to participate in the pilot program. To participate, the bidder is asked to provide the "Authorization Code" provided by Surety 2000, on a separate sheet, together with the standard bidder's bond required by the specifications. The bidder's surety agent may obtain the "Authorization Code" from Surety 2000.

The Department will use the "Authorization Code" to access the Surety 2000 database, and independently verify the actual bidder's bond and document the functioning of the Surety 2000 system.

"Authorization Codes" will be used only to verify bidder's bonds, and only as part of the pilot program. The use of "Authorization Codes" will not be accepted in lieu of the bidder's bond or other bidder's security required in the specifications during the pilot study.

The function of the Surety 2000 system is to provide an easier way for Contractors to protect their bid security, and to discourage fraud. This system is available to all California admitted sureties and surety agents.

The results of the pilot study will be tabulated, and at some time in the future, the Department may consider accepting electronic bidder's bond verification in lieu of the bidder's bond specified.

- **Payment Bonds**

Attention is directed to Section 5 of the Special Provisions, regarding contract bonds. The payment bond shall be in a sum not less than one hundred percent of the total amount payable by the terms of the contract.

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# STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. The Revised Standard Plans (RSP) and New Standard Plans (NSP) which apply to this contract are included as individual sheets of the project plans.

A10A	Abbreviations
A10B	Symbols
A20A	Pavement Markers and Traffic Lines, Typical Details
A20B	Pavement Markers and Traffic Lines, Typical Details
A20C	Pavement Markers and Traffic Lines, Typical Details
A20D	Pavement Markers and Traffic Lines, Typical Details
A77A	Metal Beam Guard Railing – Typical Wood Post With Wood Block
A77B	Metal Beam Guard Railing - Standard Hardware
A77C	Metal Beam Guard Railing – Wood Post and Wood Block Details
A77D	Metal Beam Guard Railing – Typical Layouts
A77J	Metal Beam Guard Railing Connections to Bridge Railings, Retaining Walls and Abutments
A77L	Metal Beam Guard Railing and Single Faced Barrier Railing - End Treatment
T1A	Temporary Crash Cushion, Sand Filled (Unidirectional)
T1B	Temporary Crash Cushion, Sand Filled (Bidirectional)
T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3	Temporary Railing (Type K)
T10	Traffic Control System for Lane Closure On Freeways and Expressways
T14	Traffic Control System for Ramp Closure
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2
ES-1A	Signal, Lighting and Electrical Systems - Symbols and Abbreviations
ES-1B	Signal, Lighting and Electrical Systems - Symbols and Abbreviations
ES-2A	Signal, Lighting and Electrical Systems - Service Equipment
ES-6E	Lighting Standards - Types 30 and 31
ES-6F	Lighting Standards - Type 30 and 31 Base Plate Details
ES-7M	Signal and Lighting Standards - Details No. 1
ES-7N	Signal and Lighting Standards - Details No. 2
ES-8	Signal, Lighting and Electrical Systems - Pull Box Details
ES-10	Signal, Lighting and Electrical Systems - Isolux Diagrams
ES-11	Signal, Lighting and Electrical Systems - Foundation Installations
ES-13A	Signal, Lighting and Electrical Systems - Splicing Details
ES-13B	Signal, Lighting and Electrical Systems - Wiring Details and Fuse Ratings

Federal Project with DBE Goals (12-01-99)

## DEPARTMENT OF TRANSPORTATION

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## NOTICE TO CONTRACTORS

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Contract No. 08-437904

**CONTRACT NO. 08-437904**

**08-Riv-10-R168.9/R215.6**

Sealed proposals for the work shown on the plans entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR CONSTRUCTION ON STATE HIGHWAY IN RIVERSIDE COUNTY NEAR DESERT CENTER FROM 0.2 km WEST OF DESERT CENTER UNDERCROSSING TO 1.7 km WEST OF WILEY WELL OVERCROSSING**

will be received at the Department of Transportation, 3347 Michelson Drive, Suite 100, Irvine, CA 92612-1692, until 2 o'clock p.m. on April 5, 2001, at which time they will be publicly opened and read in Room C - 1116 at the same address.

Proposal forms for this work are included in a separate book entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROPOSAL AND CONTRACT FOR CONSTRUCTION ON STATE HIGHWAY IN RIVERSIDE COUNTY NEAR DESERT CENTER FROM 0.2 km WEST OF DESERT CENTER UNDERCROSSING TO 1.7 km WEST OF WILEY WELL OVERCROSSING**

General work description: Existing freeway to be resurfaced with asphalt concrete.

This project has a goal of 14 percent disadvantaged business enterprise (DBE) participation. No prebid meeting is scheduled for this project.

**THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.**

Bids are required for the entire work described herein.

At the time this contract is awarded, the Contractor shall possess either a Class A license or one of the following Class C licenses: C-12.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Project plans, special provisions, and proposal forms for bidding this project can only be obtained at the Department of Transportation, Plans and Bid Documents, Room 0200, MS #26, Transportation Building, 1120 N Street, Sacramento, California 95814, FAX No. (916) 654-7028, Telephone No. (916) 654-4490. Use FAX orders to expedite orders for project plans, special provisions and proposal forms. FAX orders must include credit card charge number, card expiration date and authorizing signature. Project plans, special provisions, and proposal forms may be seen at the above Department of Transportation office and at the offices of the District Directors of Transportation at Irvine, Oakland, and the district in which the work is situated. Standard Specifications and Standard Plans are available through the State of California, Department of Transportation, Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone No. (916) 445-3520.

Cross sections for this project are not available.

The successful bidder shall furnish a payment bond and a performance bond.

The Department of Transportation hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated, and available from the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the books entitled "Proposal and Contract." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

DEPARTMENT OF TRANSPORTATION

Deputy Director Transportation Engineering

Dated February 20, 2001

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**COPY OF ENGINEER'S ESTIMATE**  
**(NOT TO BE USED FOR BIDDING PURPOSES)**  
**08-437904**

Item	Item Code	Item	Unit of Measure	Estimated Quantity
1	070010	PROGRESS SCHEDULE (CRITICAL PATH)	LS	LUMP SUM
2	070018	TIME-RELATED OVERHEAD	LS	LUMP SUM
3 (S)	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM
4 (S)	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM
5 (S)	120200	FLASHING BEACON (PORTABLE)	EA	8
6 (S)	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4
7	150662	REMOVE METAL BEAM GUARD RAILING	M	3120
8	150714	REMOVE THERMOPLASTIC TRAFFIC STRIPE	M	1850
9 (S)	020690	COLD PLANE ASPHALT CONCRETE PAVEMENT (90 MM MAXIMUM)	M2	312 000
10	390152	ASPHALT CONCRETE	TONN	65 100
11	390165	ASPHALT CONCRETE (OPEN GRADED)	TONN	25 700
12 (S)	832003	METAL BEAM GUARD RAILING (WOOD POST)	M	5490
13 (S)	839565	TERMINAL SYSTEM (TYPE SRT)	EA	94
14 (S)	839568	TERMINAL ANCHOR ASSEMBLY (TYPE SFT)	EA	6
15 (S)	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	M	181 000
16 (S)	840563	200 MM THERMOPLASTIC TRAFFIC STRIPE	M	1840
17 (S)	840656	PAINT TRAFFIC STRIPE (2-COAT)	M	90 200
18 (S)	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	24 800
19 (S)	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	12 800
20 (S)	860403	HIGHWAY LIGHTING	LS	LUMP SUM

Item	Item Code	Item	Unit of Measure	Estimated Quantity
21	999990	MOBILIZATION	LS	LUMP SUM

**STATE OF CALIFORNIA**  
**DEPARTMENT OF TRANSPORTATION**

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**SPECIAL PROVISIONS**

**Annexed to Contract No. 08-437904**

**SECTION 1. SPECIFICATIONS AND PLANS**

The work embraced herein shall conform to the provisions in the Standard Specifications dated July 1999, and the Standard Plans dated July 1999, of the Department of Transportation insofar as the same may apply, and these special provisions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and shall be used in lieu of the conflicting portions.

**SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS**

**2-1.01 GENERAL**

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the Proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be performed by each subcontractor listed.

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the Proposal.

Submit request for substitution of an "or equal" item, and the data substantiating the request to the Department of Transportation, District 8 Construction, MS 1104, 464 West 4th Street, 6th Floor, San Bernardino, Ca 92401-1400, so that the request is received by the Department by close of business on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

**2-1.015 FEDERAL LOBBYING RESTRICTIONS**

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- A. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- B. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- C. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

#### **2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

This project is subject to Part 26, Title 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." The Regulations in their entirety are incorporated herein by this reference.

Bidders shall be fully informed respecting the requirements of the Regulations and the Department's Disadvantaged Business Enterprise (DBE) program developed pursuant to the Regulations; particular attention is directed to the following matters:

- A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
- C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The bidder will meet the goal by performing work with its own forces.
  - 2. The bidder will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
  - 3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture. The DBE joint venturer must submit the joint venture agreement with the proposal or the DBE Information form required in the Section entitled "Submission of DBE Information" of these special provisions.
- E. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. DBEs must be certified by either the California Department of Transportation, or by a participating State of California or local agency which certifies in conformance with Title 49, Code of Federal Regulations, Part 26, as of the date of bid opening. It is the Contractor's responsibility to verify that DBEs are certified. Listings of DBEs certified by the Department are available from the following sources:
  - 1. The Department's DBE Directory, which is published quarterly. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

2. The Department's Electronic Information Bulletin Board Service, which is accessible by modem and is updated weekly. The Bulletin Board may be accessed by first contacting the Department's Business Enterprise Program at Telephone: (916) 227-8937 and obtaining a user identification and password.
3. The Department's web site at <http://www.dot.ca.gov/hq/bep/index.htm>.
4. The organizations listed in the Section entitled "DBE Goal for this Project" of these special provisions.

G. Credit for materials or supplies purchased from DBEs will be as follows:

1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
2. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph G.2. if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph G.2.
3. Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

H. Credit for DBE trucking companies will be as follows:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks its owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
6. For the purposes of this paragraph H, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

- I. Noncompliance by the Contractor with the requirements of the regulations constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for a breach of this contract.
- J. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

## 2-1.02A DBE GOAL FOR THIS PROJECT

The Department has established the following goal for Disadvantaged Business Enterprise (DBE) participation for this project:

Contract No. «Dist»-«Contract\_No»



Disadvantaged Business Enterprise (DBE): 14 percent

Bidders may use the services of the following firms to contact interested DBEs. These firms are available to assist DBEs in preparing bids for subcontracting or supplying materials.

The following firms may be contacted for projects in the following locations:

Districts 04, 05 (except San Luis Obispo and Santa Barbara Counties), 06 (except Kern County) and 10:	Districts 08, 11 and 12:
Triaxial Management Services, Inc. - Oakland  1545 Willow Street, 1st Floor Oakland, CA 94607 Telephone - (510) 286-1313 FAX No. - (510) 286-6792	Triaxial Management Services, Inc. - San Diego 2725 Congress Street, Suite 1-D San Diego, CA 92110 Telephone - (619) 543-5109 FAX No. - (619) 543-5108
Districts 07 and 08; in San Luis Obispo and Santa Barbara Counties in District 05; and in Kern County in District 06:	Districts 01, 02, 03 and 09:
Triaxial Management Services, Inc. - Los Angeles 2594 Industry Way, Suite 101 Lynwood, CA 90262 Telephone - (310) 537-6677 FAX No. - (310) 637-0128	Triaxial Management Services, Inc. - Sacramento 930 Alhambra Blvd., #205 Sacramento, CA 95816 Telephone - (916) 553-4172 FAX No. - (916) 553-4173

## 2-1.02B SUBMISSION OF DBE INFORMATION

The required DBE information shall be submitted on the "CALTRANS BIDDER - DBE INFORMATION" form included in the Proposal. If the DBE information is not submitted with the bid, the DBE Information form shall be removed from the documents prior to submitting the bid.

It is the bidder's responsibility to make enough work available to DBEs and to select those portions of the work or material needs consistent with the available DBEs to meet the goal for DBE participation or to provide information to establish that, prior to bidding, the bidder made adequate good faith efforts to do so.

If DBE information is not submitted with the bid, the apparent successful bidder (low bidder), the second low bidder and the third low bidder shall submit DBE information to the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, California 95814 so the information is received by the Department no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening. DBE information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required DBE information by the time specified will be grounds for finding the bid or proposal nonresponsive. Other bidders need not submit DBE information unless requested to do so by the Department.

The bidder's DBE information shall establish that good faith efforts to meet the DBE goal have been made. To establish good faith efforts, the bidder shall demonstrate that the goal will be met or that, prior to bidding, adequate good faith efforts to meet the goal were made.

Bidders are cautioned that even though their submittal indicates they will meet the stated DBE goal, their submittal should also include their adequate good faith efforts information along with their DBE goal information to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goal has not been met.

The bidder's DBE information shall include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, the dollar value of each DBE transaction, and a written confirmation from the DBE that it is participating in the contract. A copy of the DBE's quote will serve as written confirmation that the DBE is participating in the contract. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of that work. The work that a DBE prime

contractor has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies will count toward the goal.

The information necessary to establish the bidder's adequate good faith efforts to meet the DBE goal should include:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder.
- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.
- C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to meet the DBE goal was made available to DBE firms.
- D. The names, addresses and phone numbers of rejected DBE firms, the firms selected for that work, and the reasons for the bidder's choice.
- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs.
- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.
- G. The names of agencies contacted to provide assistance in contacting, recruiting and using DBE firms.
- H. Any additional data to support a demonstration of good faith efforts.

### **SECTION 3. AWARD AND EXECUTION OF CONTRACT**

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the Department, adequate good faith efforts to do so. Meeting the goal for DBE participation or demonstrating, to the satisfaction of the Department, adequate good faith efforts to do so is a condition for being eligible for award of contract.

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Department by the successful bidder with the executed contract and contract bonds. For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Department as provided herein will result in the retention of 31 percent of payments due the contractor and penalties of up to \$20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

### **SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

In lieu of the requirements that the Contractor shall begin work within 15 days after approval of the contract as provided in Section 8-1.03 of the Standard Specifications, the Contractor shall furnish the Engineer with a statement from the vendor that the order for the electrical materials required for this contract has been received and accepted by the vendor; and the statement shall be furnished within 15 calendar days after the contract has been approved by the Attorney General, or the attorney appointed and authorized to represent the Department of Transportation. The statement shall give the date that the electrical materials will be shipped. However, if the Contractor has the necessary materials on hand, the Contractor will not be required to furnish the vendor's statement.

The Contractor shall diligently prosecute the work to completion before the expiration of **100 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the State of California the sum of \$ 2600.00 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

## **SECTION 5. GENERAL**

### **SECTION 5-1. MISCELLANEOUS**

#### **5-1.01 PLANS AND WORKING DRAWINGS**

When the specifications require working drawings to be submitted to the Division of Structure Design, the drawings shall be submitted to: Division of Structure Design, Documents Unit, Mail Station 9, 1801 30th Street, Sacramento, CA 95816, Telephone 916 227-8252.

#### **5-1.011 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK**

The second paragraph of Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications is amended to read:

- Where the Department has made investigations of site conditions, including subsurface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources, bidders or Contractors may, upon written request, inspect the records of the Department as to those investigations subject to and upon the conditions hereinafter set forth.

Attention is directed to "Differing Site Conditions" of these special provisions regarding physical conditions at the site which may differ from those indicated in "Materials Information," log of test borings or other geotechnical information obtained by the Department's investigation of site conditions.

#### **5-1.012 DIFFERING SITE CONDITIONS**

Attention is directed to Section 5-1.116, "Differing Site Conditions," of the Standard Specifications.

During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the "Materials Information," log of test borings, other geotechnical data obtained by the Department's investigation of subsurface conditions, or an examination of the conditions above ground at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

The Contractor will be allowed 15 days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications and as specified herein; otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The notice of potential claim shall set forth in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim shall be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, a review of the "Materials Information," a review of the log of test borings and other records of geotechnical data to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site. Supplementary information, obtained by the Contractor subsequent to the filing of the notice of potential claim, shall be submitted to the Engineer in an expeditious manner.

#### **5-1.015 LABORATORY**

When a reference is made in the specifications to the "Laboratory," the reference shall mean the Division of Materials Engineering and Testing Services and the Division of Structural Foundations of the Department of Transportation, or established laboratories of the various Districts of the Department, or other laboratories authorized by the Department to test materials and work involved in the contract. When a reference is made in the specifications to the "Transportation Laboratory," the reference shall mean the Division of Materials Engineering and Testing Services and the Division of Structural Foundations, located at 5900 Folsom Boulevard, Sacramento, CA 95819, Telephone (916) 227-7000.

#### **5-1.017 CONTRACT BONDS**

Attention is directed to Section 3-1.02, "Contract Bonds," of the Standard Specifications and these special provisions.

The payment bond shall be in a sum not less than one hundred percent of the total amount payable by the terms of the contract.

### **5-1.018 EXCAVATION SAFETY PLANS**

Section 5-1.02A, "Trench Excavation Safety Plans," of the Standard Specifications is amended to read:

#### **5-1.02A Excavation Safety Plans**

- The Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations. For all excavations 1.5 m or more in depth, the Contractor shall submit to the Engineer a detailed plan showing the design and details of the protective systems to be provided for worker protection from the hazard of caving ground during excavation. The detailed plan shall include any tabulated data and any design calculations used in the preparation of the plan. Excavation shall not begin until the detailed plan has been reviewed and approved by the Engineer.
- Detailed plans of protective systems for which the Construction Safety Orders require design by a registered professional engineer shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and shall include the soil classification, soil properties, soil design calculations that demonstrate adequate stability of the protective system, and any other design calculations used in the preparation of the plan.
- No plan shall allow the use of a protective system less effective than that required by the Construction Safety Orders.
- If the detailed plan includes designs of protective systems developed only from the allowable configurations and slopes, or Appendices, contained in the Construction Safety Orders, the plan shall be submitted at least 5 days before the Contractor intends to begin excavation. If the detailed plan includes designs of protective systems developed from tabulated data, or designs for which design by a registered professional engineer is required, the plan shall be submitted at least 3 weeks before the Contractor intends to begin excavation.
- Attention is directed to Section 7-1.01E, "Trench Safety."

The third paragraph of Section 19-1.02, "Preservation of Property," of the Standard Specifications is amended to read:

- In addition to the provisions in Sections 5-1.02, "Plans and Working Drawings," and 5-1.02A, "Excavation Safety Plans," detailed plans of the protective systems for excavations on or affecting railroad property will be reviewed for adequacy of protection provided for railroad facilities, property, and traffic. These plans shall be submitted at least 9 weeks before the Contractor intends to begin excavation requiring the protective systems. Approval by the Engineer of the detailed plans for the protective systems will be contingent upon the plans being satisfactory to the railroad company involved.

### **5-1.019 COST REDUCTION INCENTIVE**

Attention is directed to Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

Prior to preparing a cost reduction proposal, the Contractor shall request a meeting with the Engineer to discuss the proposal in concept and to determine the merit of the cost reduction proposal. Items of discussion will also include permit issues, impact on other projects, impact on the project schedule, peer reviews, and review times required by the Department and other agencies.

### **5-1.02 LABOR NONDISCRIMINATION**

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

#### **NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM**

##### **(GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5000 or more.

### **5-1.03 INTEREST ON PAYMENTS**

Interest shall be payable on progress payments, payments after acceptance, final payments, extra work payments, and claim payments as follows:

- A. Unpaid progress payments, payment after acceptance, and final payments shall begin to accrue interest 30 days after the Engineer prepares the payment estimate.
- B. Unpaid extra work bills shall begin to accrue interest 30 days after preparation of the first pay estimate following receipt of a properly submitted and undisputed extra work bill. To be properly submitted, the bill must be submitted within 7 days of the performance of the extra work and in conformance with the provisions in Section 9-1.03C, "Records," and Section 9-1.06, "Partial Payments," of the Standard Specifications. An undisputed extra work bill not submitted within 7 days of performance of the extra work will begin to accrue interest 30 days after the preparation of the second pay estimate following submittal of the bill.
- C. The rate of interest payable for unpaid progress payments, payments after acceptance, final payments, and extra work payments shall be 10 percent per annum.
- D. The rate of interest payable on a claim, protest or dispute ultimately allowed under this contract shall be 6 percent per annum. Interest shall begin to accrue 61 days after the Contractor submits to the Engineer information in sufficient detail to enable the Engineer to ascertain the basis and amount of said claim, protest or dispute.

The rate of interest payable on any award in arbitration shall be 6 percent per annum if allowed under the provisions of Civil Code Section 3289.

#### **5-1.031 FINAL PAYMENT AND CLAIMS**

Attention is directed to Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications.

The District that administers the contract shall submit a claim position letter to the Contractor within 135 days after acceptance of the contract. After receipt of the claim position letter from the District, or 135 days after acceptance of the contract, whichever occurs first, the Contractor may request a meeting with the person or board designated by the District Director to review claims that remain in dispute. If the Contractor requests a meeting, the review person or board shall meet with the Contractor within 45 days after the request is received.

#### **5-1.04 PUBLIC SAFETY**

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations.—The near edge of the excavation is 3.6 m or less from the edge of the lane, except:
  - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  - 2. Excavations less than 0.3-m deep.
  - 3. Trenches less than 0.3-m wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
  - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
  - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
  - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles.—The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas.—Material or equipment is stored within 3.6 m of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications, shall be offset a minimum of 4.6 m from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 0.3-m transversely to 3 m longitudinally with respect to the edge of the traffic lane. If the 4.6-m minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 1999 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Kilometers Per Hour)	Work Areas
Over 72 (45 Miles Per Hour)	Within 1.8 m of a traffic lane but not on a traffic lane
56 to 72 (35 to 45 Miles Per Hour)	Within 0.9-m of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 3 m without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

#### **5-1.05 SURFACE MINING AND RECLAMATION ACT**

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations, and to California Public Contract Code Section 10295.5.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with California Public Contract Code Section 10295.5.

The requirements of this section shall apply to materials furnished for the project, except for acquisition of materials in conformance with the provisions in Section 4-1.05, "Use of Materials Found on the Work," of the Standard Specifications.

#### **5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES**

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

#### **5-1.07 YEAR 2000 COMPLIANCE**

This contract is subject to Year 2000 Compliance for automated devices in the State of California.

Year 2000 compliance for automated devices in the State of California is achieved when embedded functions have or create no logical or mathematical inconsistencies when dealing with dates prior to and beyond 1999. The year 2000 is recognized and processed as a leap year. The product shall operate accurately in the manner in which the product was intended for date operation without requiring manual intervention.

The Contractor shall provide the Engineer a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for all automated devices furnished for the project.

#### **5-1.075 BUY AMERICA REQUIREMENTS**

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coatings that protect or enhance the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

#### **5-1.08 SUBCONTRACTOR AND DBE RECORDS**

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on Form CEM-2402 (F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. \$10,000 will be withheld from payment until the Form CEM-2402 (F) is submitted. The amount will be returned to the Contractor when a satisfactory Form CEM-2402 (F) is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies listed in the Contractor's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies which is claimed toward DBE participation. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that the amount of credit claimed toward DBE participation conforms with Section 2-1.02, "Disadvantaged Business Enterprise," of these special provisions.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month for which DBE participation will be claimed. This documentation shall be submitted on Form CEM-2404 (F).

#### **5-1.083 DBE CERTIFICATION STATUS**

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, Form CEM-2403 (F) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

#### **5-1.086 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS**

The DBEs listed by the Contractor in response to the provisions in Section 2-1.02B, "Submission of DBE Information," and Section 3, "Award and Execution of Contract," of these special provisions, which are determined by the Department to

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be certified DBEs, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Authorization to use other forces or sources of materials may be requested for the following reasons:

- A. The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
- B. The listed DBE becomes bankrupt or insolvent.
- C. The listed DBE fails or refuses to perform the subcontract or furnish the listed materials.
- D. The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Contractor.
- E. The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- F. It would be in the best interest of the State.

The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

#### **5-1.09 SUBCONTRACTING**

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, and Section 2, "Proposal Requirements and Conditions," and Section 3, "Award and Execution of Contract," of these special provisions.

Pursuant to the provisions of Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

<http://www.dir.ca.gov/DLSE/Debar.html>.

The provisions in the third paragraph of Section 8-1.01, "Subcontracting," of the Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. This requirement shall be enforced as follows:

- A. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

In conformance with the Federal DBE regulations Sections 26.53(f)(1) and 26.53(f)(2) Part 26, Title 49 CFR:

- A. The Contractor shall not terminate for convenience a DBE subcontractor listed in response to Section 2-1.02B, "Submission of DBE Information," and then perform that work with its own forces, or those of an affiliate without the written consent of the Department, and
- B. If a DBE subcontractor is terminated or fails to complete its work for any reason, the Contractor will be required to make good faith efforts to substitute another DBE subcontractor for the original DBE subcontractor, to the extent needed to meet the contract goal.

The requirement in Section 2-1.02, "Disadvantaged Business Enterprise (DBE)," of these special provisions that DBEs must be certified on the date bids are opened does not apply to DBE substitutions after award of the contract.

#### **5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.



### **5-1.102 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS**

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 7-1.17, "Acceptance of Contract," of the Standard Specifications. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

### **5-1.11 PARTNERING**

The State will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship is to maintain a cooperative communication and to mutually resolve conflicts at the lowest responsible management level.

The Contractor may request the formation of a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering Workshop," selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties. If agreed to by the parties, additional "Partnering Workshops" will be conducted as needed throughout the life of the contract.

The costs involved in providing the "Partnering Workshop" facilitator and workshop site will be borne equally by the State and the Contractor. The division of cost will be made by determining the cost in providing the "Partnering Workshop" facilitator and workshop site in conformance with the provisions in Section 9-1.03B, "Work Performed by Special Forces or Other Special Services," of the Standard Specifications, and paying to the Contractor one-half of that cost, except no markups will be allowed.

All other costs associated with "Partnering Workshops" will be borne separately by the party incurring the costs, such as wages and travel expenses, and no additional compensation will be allowed therefor.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

### **5-1.114 VALUE ANALYSIS**

The Contractor may submit to the Engineer, in writing, a request for a "Value Analysis" workshop. The purpose for having a workshop is to identify value enhancing opportunities and to consider modifications to the plans and specifications that will reduce either the total cost, time of construction or traffic congestion, without impairing, in any manner, the essential functions or characteristics of the project including, but not limited to, service life, economy of operation, ease of maintenance, benefits to the travelling public, desired appearance, or design and safety standards.

To maximize the potential benefits of a workshop, the request should be submitted to the Engineer early in the project after approval of the contract. If the Contractor's request for a "Value Analysis" workshop is approved by the Engineer, scheduling of a workshop, selecting the facilitator and workshop site, and other administrative details shall be determined cooperatively by the Contractor and the Engineer.

The workshop shall be conducted in conformance with the methodology described in the Department's "Value Analysis Team Guide" available at the Department's web site at:

<http://www.dot.ca.gov/hq/oppd/value/>

The facilitator shall be a Certified Value Specialist (CVS) as recognized by the Society of American Value Engineers (SAVE) International, which may be contacted as follows:

SAVE International, 60 Revere Drive, Northbrook, IL 60062  
Telephone 1-847-480-1730, FAX 1-847-480-9282

The Contractor may submit recommendations resulting from a "Value Analysis" workshop for approval by the Engineer as cost reduction incentive proposals in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

The costs involved in providing the "Value Analysis" facilitator and workshop site will be borne equally by the State and the Contractor. The division of cost will be made by determining the cost in providing the "Value Analysis" facilitator and workshop site in conformance with the provisions in Section 9-1.03B, "Work Performed by Special Forces or Other Special Services," of the Standard Specifications, and paying to the Contractor one-half of that cost, except no markups will be allowed.

All other costs associated with the "Value Analysis" workshop will be borne separately by the party incurring the costs, such as wages and travel expenses, and no additional compensation will be allowed therefor.

### 5-1.12 FORCE ACCOUNT PAYMENT

The second, third and fourth paragraphs of Section 9-1.03A, "Work Performed by Contractor," in the Standard Specifications, shall not apply.

Attention is directed to "Overhead" of these special provisions.

To the total of the direct costs for work performed on a force account basis, computed as provided in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," of the Standard Specifications, there will be added the following markups:

Cost	Percent Markup
Labor	28
Materials	10
Equipment Rental	10

The above markups shall be applied to all work performed on a force account basis, regardless of whether the work revises the current contract completion date.

The above markups, together with payments made for time-related overhead pursuant to "Overhead" of these special provisions, shall constitute full compensation for all overhead costs for work performed on a force account basis. These overhead costs shall be deemed to include all items of expense not specifically designated as cost or equipment rental in conformance with the provisions in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," of the Standard Specifications. The total payment made as provided above and in the first paragraph of Section 9-1.03A, "Work Performed by Contractor," of the Standard Specifications shall be deemed to be the actual cost of the work performed on a force account basis, and shall constitute full compensation therefor. Full compensation for all overhead costs for work performed on a force account basis, and for which no adjustment is made to the quantity of time-related overhead pursuant to "Overhead" of these special provisions, shall be considered as included in the markups specified above, and no additional compensation will be allowed therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, an additional markup of 7 percent will be added to the total cost of that extra work including all markups specified in this section "Force Account Payment". The additional 7 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

### 5-1.13 COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

The provisions of this section shall apply only to the following contract item:

ITEM CODE	ITEM
390152	ASPHALT CONCRETE
390165	ASPHALT CONCRETE (OPEN GRADED)

The compensation payable for asphalt concrete and open graded asphalt concrete will be increased or decreased in conformance with the provisions of this section for paving asphalt and open graded asphalt concrete price fluctuations exceeding 5 percent ( $I_u/I_b$  is greater than 1.05 or less than 0.95) which occur during performance of the work.

The adjustment in compensation will be determined in conformance with the following formulae when the item of asphalt concrete and open graded asphalt concrete is included in a monthly estimate:

- A. Total monthly adjustment =  $AQ$
- B. For an increase in paving asphalt price index exceeding 5 percent:

$$A = 0.90 (1.1023) (I_u/I_b - 1.05) I_b$$

- C. For a decrease in paving asphalt price index exceeding 5 percent:

$$A = 0.90 (1.1023) (I_u/I_b - 0.95) I_b$$

D. Where:

- A = Adjustment in dollars per tonne of paving asphalt used to produce asphalt concrete and open graded asphalt concrete rounded to the nearest \$0.01.
- Iu = The California Statewide Paving Asphalt Price Index which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.
- Ib = The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.
- Q = Quantity in tonnes of paving asphalt that was used in producing the quantity of asphalt concrete and open graded asphalt concrete shown under "This Estimate" on the monthly estimate using the amount of asphalt determined by the Engineer.

The adjustment in compensation will also be subject to the following:

- A. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the State for decreased compensation adjustments and the Department may deduct the amount thereof from moneys due or that may become due the Contractor.
- B. Compensation adjustments made under this section will be taken into account in making adjustments in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.
- C. The total price adjustment for price index increases of paving asphalt on this project shall not exceed \$511,500.
- D. In the event of an overrun of contract time, adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.

The California Statewide Paving Asphalt Price Index is determined each month on the first business day of the month by the Department using the median of posted prices in effect as posted by Chevron, Mobil, and Unocal for the Buena Vista, Huntington Beach, Kern River, Long Beach, Midway Sunset, and Wilmington fields.

In the event that the companies discontinue posting their prices for a field, the Department will determine an index from the remaining posted prices. The Department reserves the right to include in the index determination the posted prices of additional fields.

#### **5-1.14 PAYMENTS**

Attention is directed to Sections 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

- A. Metal Beam Guard Railing
- B. Terminal Systems and Terminal Anchor Assemblies

#### **5-1.15 WATER CONSERVATION**

Attention is directed to the various sections of the Standard Specifications and these special provisions which require the use of water for the construction of this project. Attention is directed to Section 7, "Legal Relations and Responsibility," of the Standard Specifications with regards to the Contractor's responsibilities for public convenience, public safety, preservation of property, indemnification, and insurance.

Nothing in this section "Water Conservation" shall relieve the Contractor from furnishing an adequate supply of water required for the proper construction of this project in conformance with the provisions in the Standard Specifications or these special provisions or relieve the Contractor from the legal responsibilities defined in Section 7.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

#### **5-1.16 DISPOSAL AND MATERIAL SITES**

The operation of a disposal site used by the Contractor to dispose of material for this project shall comply with the requirements in the Standard Specifications and these special provisions. Provisions for water pollution, air pollution, and sound control that apply within the limits of the contract shall apply to disposal sites utilized by the Contractor.

Temporary haul roads shall be surfaced or watered and otherwise maintained so that no dust nuisance is created, in conformance with the provisions in Section 10, "Dust Control," of the Standard Specifications. Operations at the site shall be confined to as small an area as is practicable. Vegetation, desert crust, and other natural features outside the operating area shall be protected from damage by the Contractor's operations.

The sites and haul roads shall be graded and treated so that, at the time of final inspection of the contract, the site and haul roads will drain, will blend with the surrounding terrain, and will not provide a potential source of blowing dust or other pollution greater than their original potential, as determined by the Engineer.

The number of working days allowed for this project includes time to remove equipment, if required. No additional time will be allowed therefor.

If the Contractor obtains the necessary permits for disposal sites from the city or county having jurisdiction or from the appropriate pollution control boards and such permits contain requirements which conflict with the requirements in the second, third and fourth paragraphs of this section, the requirements of the permits shall govern over the conflicting requirements of this section.

Full compensation for complying with the requirements for disposal sites in this section shall be considered as included in the prices paid for the contract items of work which require the use of the sites and no additional compensation will be allowed therefor.

#### **SECTION 6. (BLANK)**

#### **SECTION 7. (BLANK)**

#### **SECTION 8. MATERIALS**

#### **SECTION 8-1. MISCELLANEOUS**

##### **8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS**

Only materials and products conforming to the requirements of the specifications shall be incorporated in the work. When metric materials and products are not available, and when approved by the Engineer, and at no cost to the State, materials and products in the United States Standard Measures which are of equal quality and of the required properties and characteristics for the purpose intended, may be substituted for the equivalent metric materials and products, subject to the following provisions:

- A. Materials and products shown on the plans or in the special provisions as being equivalent may be substituted for the metric materials and products specified or detailed on the plans.
- B. Before other non-metric materials and products will be considered for use, the Contractor shall furnish, at the Contractor's expense, evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the Contractor and the Contractor shall furnish necessary information as required by the Engineer. The Engineer will be the sole judge as to the quality and suitability of the substituted materials and products and the Engineer's decision will be final.
- C. When the Contractor elects to substitute non-metric materials and products, including materials and products shown on the plans or in the special provisions as being equivalent, the list of sources of material specified in Section 6-1.01, "Source of Supply and Quality of Materials," of the Standard Specification shall include a list of substitutions to be made and contract items involved. In addition, for a change in design or details, the Contractor shall submit plans and working drawings in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The plans and working drawings shall be submitted at least 7 days before the Contractor intends to begin the work involved.

Unless otherwise specified, the following substitutions of materials and products will be allowed:

**SUBSTITUTION TABLE FOR SIZES OF HIGH STRENGTH STEEL FASTENERS**

ASTM Designation: A 325M

METRIC SIZE SHOWN ON THE PLANS mm x thread pitch	SIZE TO BE SUBSTITUTED inch
M16 x 2	5/8
M20 x 2.5	3/4
M22 x 2.5	7/8
M24 x 3	1
M27 x 3	1-1/8
M30 x 3.5	1-1/4
M36 x 4	1-1/2

**SUBSTITUTION TABLE FOR PLAIN WIRE REINFORCEMENT**

ASTM Designation: A 82

METRIC SIZE SHOWN ON THE PLANS <sup>2</sup> mm	SIZE TO BE SUBSTITUTED <sup>2</sup> inch x 100
MW9	W1.4
MW10	W1.6
MW13	W2.0
MW15	W2.3
MW19	W2.9
MW20	W3.1
MW22	W3.5
MW25	W3.9, except W3.5 in piles only
MW26	W4.0
MW30	W4.7
MW32	W5.0
MW35	W5.4
MW40	W6.2
MW45	W6.5
MW50	W7.8
MW55	W8.5, except W8.0 in piles only
MW60	W9.3
MW70	W10.9, except W11.0 in piles only
MW80	W12.4
MW90	W14.0
MW100	W15.5

**SUBSTITUTION TABLE FOR BAR REINFORCEMENT**

<b>METRIC BAR DESIGNATION NUMBER<sup>1</sup> SHOWN ON THE PLANS</b>	<b>BAR DESIGNATION NUMBER<sup>2</sup> TO BE SUBSTITUTED</b>
13	4
16	5
19	6
22	7
25	8
29	9
32	10
36	11
43	14
57	18

<sup>1</sup>Bar designation numbers approximate the number of millimeters of the nominal diameter of the bars.

<sup>2</sup>Bar numbers are based on the number of eighths of an inch included in the nominal diameter of the bars.

No adjustment will be required in spacing or total number of reinforcing bars due to a difference in minimum yield strength between metric and non-metric bars.

**SUBSTITUTION TABLE FOR SIZES OF:**

(1) STEEL FASTENERS FOR GENERAL APPLICATIONS (ASTM Designation: A 307 or AASHTO Designation: M 314, Grade 36 or 55), and

(2) HIGH STRENGTH STEEL FASTENERS (ASTM Designation: A 325 or A 449)

<b>METRIC SIZE SHOWN ON THE PLANS mm</b>	<b>SIZE TO BE SUBSTITUTED inch</b>
6 or 6.35	1/4
8 or 7.94	5/16
10 or 9.52	3/8
11 or 11.11	7/16
13 or 12.70	1/2
14 or 14.29	9/16
16 or 15.88	5/8
19 or 19.05	3/4
22 or 22.22	7/8
24, 25, or 25.40	1
29 or 28.58	1-1/8
32 or 31.75	1-1/4
35 or 34.93	1-3/8
38 or 38.10	1-1/2
44 or 44.45	1-3/4
51 or 50.80	2
57 or 57.15	2-1/4
64 or 63.50	2-1/2
70 or 69.85	2-3/4
76 or 76.20	3
83 or 82.55	3-1/4
89 or 88.90	3-1/2
95 or 95.25	3-3/4
102 or 101.60	4

**SUBSTITUTION TABLE FOR NOMINAL THICKNESS OF SHEET METAL**

UNCOATED HOT AND COLD ROLLED SHEETS		HOT-DIPPED ZINC COATED SHEETS (GALVANIZED)	
METRIC THICKNESS SHOWN ON THE PLANS mm	GAGE TO BE SUBSTITUTED inch	METRIC THICKNESS SHOWN ON THE PLANS mm	GAGE TO BE SUBSTITUTED inch
7.94	0.3125	4.270	0.1681
6.07	0.2391	3.891	0.1532
5.69	0.2242	3.510	0.1382
5.31	0.2092	3.132	0.1233
4.94	0.1943	2.753	0.1084
4.55	0.1793	2.372	0.0934
4.18	0.1644	1.994	0.0785
3.80	0.1495	1.803	0.0710
3.42	0.1345	1.613	0.0635
3.04	0.1196	1.461	0.0575
2.66	0.1046	1.311	0.0516
2.28	0.0897	1.158	0.0456
1.90	0.0747	1.006 or 1.016	0.0396
1.71	0.0673	0.930	0.0366
1.52	0.0598	0.853	0.0336
1.37	0.0538	0.777	0.0306
1.21	0.0478	0.701	0.0276
1.06	0.0418	0.627	0.0247
0.91	0.0359	0.551	0.0217
0.84	0.0329	0.513	0.0202
0.76	0.0299	0.475	0.0187
0.68	0.0269	-----	-----
0.61	0.0239	-----	-----
0.53	0.0209	-----	-----
0.45	0.0179	-----	-----
0.42	0.0164	-----	-----
0.38	0.0149	-----	-----

**SUBSTITUTION TABLE FOR WIRE**

<b>METRIC THICKNESS SHOWN ON THE PLANS mm</b>	<b>WIRE THICKNESS TO BE SUBSTITUTED inch</b>	<b>GAGE NO.</b>
6.20	0.244	3
5.72	0.225	4
5.26	0.207	5
4.88	0.192	6
4.50	0.177	7
4.11	0.162	8
3.76	0.148	9
3.43	0.135	10
3.05	0.120	11
2.69	0.106	12
2.34	0.092	13
2.03	0.080	14
1.83	0.072	15
1.57	0.062	16
1.37	0.054	17
1.22	0.048	18
1.04	0.041	19
0.89	0.035	20

**SUBSTITUTION TABLE FOR PIPE PILES**

<b>METRIC SIZE SHOWN ON THE PLANS mm x mm</b>	<b>SIZE TO BE SUBSTITUTED inch x inch</b>
PP 360 x 4.55	NPS 14 x 0.179
PP 360 x 6.35	NPS 14 x 0.250
PP 360 x 9.53	NPS 14 x 0.375
PP 360 x 11.12	NPS 14 x 0.438
PP 406 x 12.70	NPS 16 x 0.500
PP 460 x T	NPS 18 x T"
PP 508 x T	NPS 20 x T"
PP 559 x T	NPS 22 x T"
PP 610 x T	NPS 24 x T"
PP 660 x T	NPS 26 x T"
PP 711 x T	NPS 28 x T"
PP 762 x T	NPS 30 x T"
PP 813 x T	NPS 32 x T"
PP 864 x T	NPS 34 x T"
PP 914 x T	NPS 36 x T"
PP 965 x T	NPS 38 x T"
PP 1016 x T	NPS 40 x T"
PP 1067 x T	NPS 42 x T"
PP 1118 x T	NPS 44 x T"
PP 1219 x T	NPS 48 x T"
PP 1524 x T	NPS 60 x T"

The thickness in millimeters (T) represents an exact conversion of the thickness in inches (T").



**SUBSTITUTION TABLE FOR STRUCTURAL TIMBER AND LUMBER**

<b>METRIC MINIMUM DRESSED DRY, SHOWN ON THE PLANS mm x mm</b>	<b>METRIC MINIMUM DRESSED GREEN, SHOWN ON THE PLANS mm x mm</b>	<b>NOMINAL SIZE TO BE SUBSTITUTED inch x inch</b>
19x89	20x90	1x4
38x89	40x90	2x4
64x89	65x90	3x4
89x89	90x90	4x4
140x140	143x143	6x6
140x184	143x190	6x8
184x184	190x190	8x8
235x235	241x241	10x10
286x286	292x292	12x12

**SUBSTITUTION TABLE FOR NAILS AND SPIKES**

<b>METRIC COMMON NAIL, SHOWN ON THE PLANS  Length, mm Diameter, mm</b>	<b>METRIC BOX NAIL, SHOWN ON THE PLANS  Length, mm Diameter, mm</b>	<b>METRIC SPIKE, SHOWN ON THE PLANS Length, mm Diameter, mm</b>	<b>SIZE TO BE SUBSTITUTED Penny-weight</b>
50.80 2.87	50.80 2.51	————	6d
63.50 3.33	63.50 2.87	————	8d
76.20 3.76	76.20 3.25	76.20 4.88	10d
82.55 3.76	82.55 3.25	82.55 4.88	12d
88.90 4.11	88.90 3.43	88.90 5.26	16d
101.60 4.88	101.60 3.76	101.60 5.72	20d
114.30 5.26	114.30 3.76	114.30 6.20	30d
127.00 5.72	127.00 4.11	127.00 6.68	40d
————	————	139.70 7.19	50d
————	————	152.40 7.19	60d

**SUBSTITUTION TABLE FOR IRRIGATION  
COMPONENTS**

METRIC WATER METERS, TRUCK LOADING STANDPIPES, VALVES, BACKFLOW PREVENTERS, FLOW SENSORS, WYE STRAINERS, FILTER ASSEMBLY UNITS, PIPE SUPPLY LINES, AND PIPE IRRIGATION SUPPLY LINES SHOWN ON THE PLANS DIAMETER NOMINAL (DN) mm	NOMINAL SIZE TO BE SUBSTITUTED inch
15	1/2
20	3/4
25	1
32	1-1/4
40	1-1/2
50	2
65	2-1/2
75	3
100	4
150	6
200	8
250	10
300	12
350	14
400	16

Unless otherwise specified, substitutions of United States Standard Measures standard structural shapes corresponding to the metric designations shown on the plans and in conformance with the requirements in ASTM Designation: A 6/A 6M, Annex 2, will be allowed.

**8-1.02 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS**

The Department maintains the following list of Prequalified and Tested Signing and Delineation Materials. The Engineer shall not be precluded from sampling and testing products on the list of Prequalified and Tested Signing and Delineation Materials.

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

For those categories of materials included in the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included in the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications.

Materials and products may be added to the list of Prequalified and Tested Signing and Delineation Materials if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

**PAVEMENT MARKERS, PERMANENT TYPE**

**Retroreflective**

- A. Apex, Model 921 (100 mm x 100 mm)
- B. Ray-O-Lite, Models SS (100 mm x 100 mm), RS (100 mm x 100 mm) and AA (100 mm x 100 mm)

Contract No. «Dist»-«Contract\_No»

- C. Stimsonite, Models 88 (100 mm x 100 mm), 911 (100 mm x 100 mm), 953 (70 mm x 114 mm)
- D. 3M Series 290 (89 mm x 100 mm)

**Retroreflective With Abrasion Resistant Surface (ARS)**

- A. Ray-O-Lite "AA" ARS (100 mm x 100 mm)
- B. Stimsonite, Models 911 (100 mm x 100 mm), 953 (70 mm x 114 mm)
- C. 3M Series 290 (89 mm x 100 mm)

**Retroreflective With Abrasion Resistant Surface (ARS)**

(Used for recessed applications)

- A. Stimsonite, Model 948 (58 mm x 119 mm)
  - B. Ray-O-Lite, Model 2002 (58 mm x 117 mm)
  - C. Stimsonite, Model 944SB (51 mm x 100 mm)\*
  - D. Ray-O-Lite, Model 2004 ARS (51 mm x 100 mm)\*
- \*For use only in 114 mm wide (older) recessed slots

**Non-Reflective For Use With Epoxy Adhesive, 100 mm Round**

- A. Apex Universal (Ceramic)
- B. Highway Ceramics, Inc. (Ceramic)

**Non-Reflective For Use With Bitumen Adhesive, 100 mm Round**

- A. Alpine Products, "D-Dot" and "ANR" (ABS)
- B. Apex Universal (Ceramic)
- C. Apex Universal, Model 929 (ABS)
- D. Elgin Molded Plastics, "Empco-Lite" Model 900 (ABS)
- E. Highway Ceramics, Inc. (Ceramic)
- F. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
- G. Interstate Sales, "Diamond Back" (ABS) and (Polypropylene)
- H. Road Creations, Model RCB4NR (Acrylic)
- I. Zumar Industries, "Titan TM40A" (ABS)

**PAVEMENT MARKERS, TEMPORARY TYPE**

**Temporary Markers For Long Term Day/Night Use (6 months or less)**

- A. Apex Universal, Model 924 (100 mm x 100 mm)
- B. Davidson Plastics Corp., Model 3.0 (100 mm x 100 mm)
- C. Elgin Molded Plastics, "Empco-Lite" Model 901 (100 mm x 100 mm)
- D. Road Creations, Model R41C (100 mm x 100 mm)
- E. Vega Molded Products "Temporary Road Marker" (75 mm x 100 mm)

**Temporary Markers For Short Term Day/Night Use (14 days or less)**

(For seal coat or chip seal applications, clear protective covers are required)

- A. Apex Universal, Model 932
- B. Davidson Plastics, Models T.O.M., T.R.P.M., and "HH" (High Heat)
- C. Hi-Way Safety, Inc., Model 1280/1281

**STRIPING AND PAVEMENT MARKING MATERIAL**

**Permanent Traffic Striping and Pavement Marking Tape**

- A. Advanced Traffic Marking, Series 300 and 400
- B. Brite-Line, Series 1000
- C. Brite-Line "DeltaLine XRP"
- D. Swarco Industries, "Director 35" (For transverse application only)
- E. Swarco Industries, "Director 60"
- F. 3M, "Stamark" Series 380 and 5730
- G. 3M, "Stamark" Series 420 (For transverse application only)

**Temporary (Removable) Striping and Pavement Marking Tape (6 months or less)**

- A. Advanced Traffic Marking, Series 200
- B. Brite-Line, Series 100
- C. P.B. Laminations, Aztec, Grade 102
- D. Swarco Industries, "Director-2"
- E. 3M, "Stamark," Series 620
- F. 3M Series A145 Removable Black Line Mask  
(Black Tape: For use only on Asphalt Concrete Surfaces)
- G. Advanced Traffic Marking Black "Hide-A-Line"  
(Black Tape: For use only on Asphalt Concrete Surfaces)
- H. Brite-Line "BTR" Black Removable Tape  
(Black Tape: For use only on Asphalt Concrete Surfaces)

**Preformed Thermoplastic (Heated in place)**

- A. Flint Trading, "Premark" and "Premark 20/20 Flex"
- B. Pavemark, "Hotape"

**Removable Traffic Paint**

- A. Belpro, Series 250/252 and No. 93 Remover

**Ceramic Surfacing Laminate, 150 mm x 150 mm**

- A. Safeline Industries/Highway Ceramics, Inc.

**CLASS 1 DELINEATORS**

**One Piece Driveable Flexible Type, 1700 mm**

- A. Carsonite, Curve-Flex CFRM-400
- B. Carsonite, Roadmarker CRM-375
- C. Davidson Plastics, "Flexi-Guide Models 400 and 566"
- D. FlexStake, Model 654 TM
- E. GreenLine Models HWD1-66 and CGD1-66
- F. J. Miller Industries, Model JMI-375 (with soil anchor)

**Special Use Flexible Type, 1700 mm**

- A. Carsonite, "Survivor" (with 450 mm U-Channel base)
- B. FlexStake, Model 604
- C. GreenLine Models HWD and CGD (with 450 mm U-Channel base)
- D. Safe-Hit with 200 mm pavement anchor (SH248-GP1)
- E. Safe-Hit with 380 mm soil anchor (SH248-GP2) and with 450 mm soil anchor (SH248-GP3)

**Surface Mount Flexible Type, 1200 mm**

- A. Bent Manufacturing Company, Masterflex Model MF-180EX-48
- B. Carsonite, "Super Duck II"
- C. FlexStake, Surface Mount, Models 704 and 754 TM

**CHANNELIZERS**

**Surface Mount Type, 900 mm**

- A. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
- B. Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
- C. Carsonite, "Super Duck II" Model SDCF203601MB "The Channelizer"
- D. Davidson Plastics, Flex-Guide Models FG300LD and FG300UR
- E. FlexStake, Surface Mount, Models 703 and 753 TM
- F. GreenLine, Model SMD-36
- G. Hi-Way Safety, Inc. "Channel Guide Channelizer" Model CGC36
- H. The Line Connection, "Dura-Post" Model DP36-3 (Permanent)
- I. The Line Connection, "Dura-Post" Model DP36-3C (Temporary)
- J. Repo, Models 300 and 400
- K. Safe-Hit, Guide Post, Model SH236SMA

## **CONICAL DELINEATORS, 1070 mm**

(For 700 mm Traffic Cones, see Standard Specifications)

- A. Bent Manufacturing Company "T-Top"
- B. Plastic Safety Systems "Navigator-42"
- C. Roadmaker Company "Stacker"
- D. Traffix Devices "Grabber"

## **OBJECT MARKERS**

### **Type "K", 450 mm**

- A. Carsonite, Model SMD-615
- B. FlexStake, Model 701 KM
- C. Repo, Models 300 and 400
- D. Safe-Hit, Model SH718SMA
- E. The Line Connection, Model DP21-4K

### **Type "K-4" / "Q" Object Markers, 600 mm**

- A. Bent Manufacturing "Masterflex" Model MF-360-24
- B. Carsonite, Super Duck II
- C. FlexStake, Model 701KM
- D. Repo, Models 300 and 400
- E. Safe-Hit, Models SH8 24SMA\_WA and SH8 24GP3\_WA
- F. The Line Connection, Model DP21-4Q

## **TEMPORARY RAILING (TYPE K) REFLECTORS AND CONCRETE BARRIER MARKERS**

### **Impactable Type**

- A. ARTUK, "FB"
- B. Davidson Plastics, Model PCBM-12
- C. Duraflex Corp., "Flexx 2020" and "Electriflexx"
- D. Hi-Way Safety, Inc., Model GMKRM100

### **Non-Impactable Type**

- A. ARTUK, JD Series
- B. Stimsonite, Model 967 (with 83 mm Acrylic cube corner reflector)
- C. Stimsonite, Model 967LS
- D. Vega Molded Products, Models GBM and JD

## **THREE BEAM BARRIER MARKERS**

(For use to the left of traffic)

- A. Duraflex Corp., "Railrider"
- B. Davidson Plastics, "Mini" (75 mm x 254 mm)

## **CONCRETE BARRIER DELINEATORS, 400 mm**

(For use to the right of traffic. When mounted on top of barrier, places top of reflective element at 1200 mm)

- A. Davidson Plastics, Model PCBM T-16
- B. Safe-Hit, Model SH216RBM
- C. Sun-Lab Technology, "Safety Guide Light, Model TM," 130 mm x 130 mm x 80 mm

## **CONCRETE BARRIER-MOUNTED MINI-DRUM (260 mm x 360 mm x 570 mm)**

- A. Stinson Equipment Company "SaddleMarker"

## **SOUND WALL DELINEATOR**

(Applied vertically. Place top of 75 mm x 300 mm reflective element at 1200 mm above roadway)

- A. Davidson Plastics, PCBM S-36
- B. Sun-Lab Technology, "Safety Guide Light, Model SM12," 130 mm x 130 mm x 80 mm

## **GUARD RAILING DELINEATOR**

(Top of reflective element at 1200 mm above plane of roadway)

### **Wood Post Type, 686 mm**

- A. Carsonite, Model 427
- B. Davidson Plastics FG 427 and FG 527
- C. FlexStake, Model 102 GR
- D. GreenLine GRD 27
- E. J.Miller Model JMI-375G
- F. Safe-Hit, Model SH227GRD

### **Steel Post Type**

- A. Carsonite, Model CFGR-327 with CFGRBK300 Mounting Bracket

## **RETROREFLECTIVE SHEETING**

### **Channelizers, Barrier Markers, and Delineators**

- A. 3M, High Intensity
- B. Reflexite, PC-1000 Metalized Polycarbonate
- C. Reflexite, AC-1000 Acrylic
- D. Reflexite, AP-1000 Metalized Polyester
- E. Reflexite, AR-1000 Abrasion Resistant Coating
- F. Stimsonite, Series 6200 (For rigid substrate devices only)

### **Traffic Cones, 330 mm Sleeves**

- A. Reflexite SB (Polyester), Vinyl or "TR" (Semi-transparent)

### **Traffic Cones, 100 mm and 150 mm Sleeves**

- A. 3M Series 3840
- B. Reflexite Vinyl, "TR" (Semi-transparent) or "Conformalite"

### **Barrels and Drums**

- A. Reflexite, "Super High Intensity" or "High Impact Drum Sheeting"
- B. 3M Series 3810

### **Barricades: Type I, Engineer Grade**

- A. American Decal, Adcolite
- B. Avery Dennison, 1500 and 1600
- C. 3M, Scotchlite, Series CW

### **Barricades: Type II, Super Engineer Grade**

- A. Avery Dennison, "Fasign" 2500 Series
- B. Kiwalite Type II
- C. Nikkalite 1800 Series

### **Signs: Type II, Super Engineer Grade**

- A. Avery Dennison, "Fasign" 2500 Series
- B. Kiwalite, Type II
- C. Nikkalite 1800 Series

### **Signs: Type III, High-Intensity Grade**

- A. 3M Series 3800
- B. Nippon Carbide, Nikkalite Brand Ultralite Grade II

### **Signs: Type IV, High-Intensity Prismatic Grade**

- A. Avery Dennison T-6500 (Formerly Stimsonite Series 6200)

**Signs: Type VII, High-Intensity Prismatic Grade**

- A. 3M Series 3900

**Signs: Type VI, Roll-Up Signs**

- A. Reflexite, Vinyl (Orange), Reflexite "SuperBright" (Fluorescent orange)
- B. 3M Series RS34 (Orange) and RS20 (Fluorescent orange)

**SPECIALTY SIGN (All Plastic)**

- A. All Sign Products, STOP Sign, 750 mm

**SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS**

**Aluminum**

**Fiberglass Reinforced Plastic (FRP)**

- A. Sequentia, "Polyplate"
- B. Fiber-Brite

**8-1.03 SLAG AGGREGATE**

Air-cooled iron blast furnace slag shall not be used to produce aggregate for:

- A. Structure backfill material.
- B. Pervious backfill material.
- C. Permeable material.
- D. Reinforced or prestressed portland cement concrete component or structure.

Aggregate produced from slag resulting from a steel-making process shall not be used for a highway construction project except for the following items:

- A. Imported Borrow.
- B. Aggregate Subbase.
- C. Class 2 Aggregate Base.
- D. Asphalt Concrete.

A supplier of steel slag aggregate shall provide separate stockpiles for controlled aging of the slag. An individual stockpile shall contain not less than 9075 tonnes nor more than 45 350 tonnes of slag. The material in each individual stockpile shall be assigned a unique lot number and each stockpile shall be identified with a permanent system of signs. The supplier shall maintain a permanent record of the dates on which stockpiles are completed and controlled aging begun, of the dates when controlled aging was completed, and of the dates tests were made and the results of these tests. Moisture tests shall be made at least once each week. No credit for aging will be given for the time period covered by tests which show a moisture content of 6 percent or less. The stockpiles and records shall be available to the Engineer during normal working hours for inspection, check testing and review.

The supplier shall notify the Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, California 95819, when each stockpile is completed and controlled aging begun. No more aggregate shall be added to the stockpile unless a new aging period is initiated. A further notification shall be sent when controlled aging is completed.

The supplier shall provide a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. Each stockpile or portion of a stockpile that is used in the work will be considered a lot. The Certificates of Compliance shall state that the steel slag aggregate has been aged in a stockpile for at least 3 months at a moisture content in excess of 6 percent of the dry mass of the aggregate.

Air-cooled iron blast furnace slag or natural aggregate may be blended in proper combinations with steel slag aggregate to produce the specified gradings, for those items for which steel slag aggregate is permitted, unless otherwise provided.

Aggregate containing slag shall meet the applicable quality requirements for the items in which the aggregate is used.

The combined slag aggregate shall conform to the specified grading for the item in which it is used. The grading will be determined by California Test 202, modified by California Test 105 when there is a difference in specific gravity of 0.2 or more between the coarse and fine portion of the aggregate or between blends of different aggregates.

No aggregate produced from slag shall be placed within 0.3-m, measured in any direction, of a non-cathodically protected pipe or structure unless the aggregate is incorporated in portland cement concrete pavement, in asphalt concrete, or in treated base.

When slag is used as aggregate in asphalt concrete, the  $K_c$  factor requirements, as determined by California Test 303, will not apply.

If steel slag aggregates are used to make asphalt concrete, there shall be no other aggregates used in the mixture, except that up to 50 percent of the material passing the 4.75-mm sieve may consist of iron blast furnace slag aggregates or natural aggregates, or a combination thereof. If iron blast furnace aggregates or natural aggregates or a combination thereof are used in the mix, each type of aggregate shall be fed to the drier at a uniform rate. The rate of feed of each type of aggregate shall be maintained within 10 percent of the amount set. Adequate means shall be provided for controlling and checking the accuracy of the feeder.

In addition to the requirements of Section 39-3.01, "Storage," of the Standard Specifications, steel slag aggregate shall be stored separately from iron blast furnace slag aggregate and each type of slag aggregate shall also be stored separately from natural aggregate.

Asphalt concrete produced from more than one of the following shall not be placed in the same layer: steel slag aggregates, iron blast furnace slag aggregates, natural aggregates or any combination thereof. Once a type of aggregate or aggregates is selected, it shall not be changed without prior approval by the Engineer.

If steel slag aggregates are used to produce asphalt concrete, and if the specific gravity of a compacted stabilometer test specimen is in excess of 2.40, the quantity of asphalt concrete to be paid for will be reduced. The stabilometer test specimen will be fabricated in conformance with the procedures in California Test 304 and the specific gravity of the specimen will be determined in conformance with Method C of California Test 308. The pay quantity of asphalt concrete will be determined by multiplying the quantity of asphalt concrete placed in the work by 2.40 and dividing the result by the specific gravity of the compacted stabilometer test specimen. Such reduction in quantity will be determined and applied as often as is necessary to ensure accurate results as determined by the Engineer.

#### **8-1.04 ASPHALT**

The first paragraph and tables following the first paragraph in Section 92-1.02, "Grades," of the Standard Specifications shall not apply.

The grade of asphalt to be used will be specified in "Asphalt Concrete" of these special provisions. The safe transportation, storage, use, and disposal of the asphalt specified shall be the responsibility of the Contractor.

A Certificate of Compliance, as specified in Section 92-1.03, "Test Report," of the Standard Specifications, shall accompany each shipment of asphalt to the project. When PBA Grade 6a, 6b or 7 is specified, the Certificate of Compliance shall include actual results of tests completed by the producer in addition to the items enumerated in Section 92-1.03 of the Standard Specifications. The Certificate of Compliance shall verify that the results of AASHTO Test Method T240 (Mass Loss after Rolling Thin Film Oven Test) indicate a maximum mass loss of 0.6 percent and that AASHTO Test Method T48 (Flash Point, Cleveland Open Cup) indicate a minimum flash point of 232°C. The actual formulation used by the asphalt producer shall be available to the Department upon written request. The Department will execute a non-disclosure agreement if requested by the asphalt producer.

For PBA Grades 6a, 6b or 7, if the results of mass loss after Rolling Thin Film Oven Test (AASHTO Test Method T240) or Flash Point, Cleveland Open Cup (AASHTO Test Method T48), shown on the Certificate of Compliance are not within the limits specified in the table entitled "PERFORMANCE BASED ASPHALT BINDER GRADES" or if the results are not shown on the Certificate of Compliance, the individual shipment of asphalt will be rejected. Rejected asphalt shall not be used on the project. Should rejected asphalt be unloaded into bulk storage tanks, asphalt from the tanks shall not be used on the project until tests and a Certificate of Compliance are furnished for the material and indicate compliance with the specifications.

Asphalt to be used as a binder for asphalt concrete will be sampled using the sampling device specified in Section 39-3.01C, "Asphalt Binder Storage," of the Standard Specifications. Two samples per operating day, each consisting of 2 one-liter containers, will be taken from the bulk storage tank feeder line.

For PBA Grades 6a, 6b or 7, if the test result of samples taken from the bulk storage tank, indicate mass loss greater than 0.6 percent, the material containing the paving asphalt represented by the tests shall be removed. However, if requested in writing by the Contractor and approved by the Engineer, the material containing the paving asphalt with mass loss greater than 0.6 percent may remain in place, and the Contractor shall pay to the State the amount calculated by the formulae listed below.

- A. For mass loss test results over 0.6 percent but less than or equal to 1.0 percent:
  - 1. (25 percent multiplied by 25 tonne average multiplied by the invoice price of paving asphalt)
- B. For mass loss test results over 1.0 percent:
  - 1. (100 percent multiplied by 25 tonne average multiplied by the invoice price of paving asphalt).
- C. The Department may deduct this amount from any moneys due, or that may become due, the Contractor under the contract. Each sample from the bulk storage shall represent 25 tonne average. The delivered price of the paving asphalt shall be based on a certified invoice provided by the Contractor.



**PERFORMANCE BASED ASPHALT BINDER GRADES**

Specification Designation	AASHTO Test Method	PBA Grade				
		1	4	6a	6b	7
Penetration (25°C, 100 g, 5 s), dmm RTFO Aged Residue, Min (Note 1)	T49	25	20	—	—	—
Absolute Viscosity (60°C), Pa•s(x10 <sup>-1</sup> ) (Note 2) Original Binder, min RTFO Aged Residue	T202 T202	800 2500-5000 (Note 3)	2800 14000 Max	2000 5000 Min	2000 5000 Min	1100 3000 Min
Kinematic Viscosity (135°C), m <sup>2</sup> /s(x10 <sup>-6</sup> ) Original Binder, Max RTFO Aged Residue, Min	T201 T201	— 275	— 350	2000 275	2000 275	2000 275
Absolute Viscosity Ratio (60°C), Max RTFO Visc./Orig. Visc.	—	4.0	4.0	4.0	4.0	4.0
Flash Point, Cleveland Open Cup, °C, (Note 4) Original Binder, Min	T48	232	232	232	232	232
Mass Loss After RTFO Test, % (Note 5)	T240	Report (Note 6)	Report	0.60	0.60	0.60
Solubility in Trichloroethylene, % Original Binder, Min	T44	99.0	99.0	Report	Report	Report
Ductility (25°C, 5 cm/min), cm RTFO Aged Residue, Min	T51	75	50	60	60	75
On Residue from Pav @: or Residue from Tilt Oven @ 113°C for: (hours)	PP1 (Note 7)	90°C 18	100°C 36	100°C 36	100°C 36	110°C 72
SSD -115(SSV)-50.6	(Note 9)	—	—	—	—	25°C
Stiffness, 300 MPa, Max @: and M-value, 0.30, Min	TP1	-6°C	-6°C	-24°C	-30°C	-6°C

Notes:

1. "RTFO Aged Residue" means the asphaltic residue obtained using the Rolling Thin Film Oven Test (RTFO Test), AASHTO Test Method T240 or ASTM Designation: D 2827.
2. The Absolute Viscosity (60°C) of PBA 6a, 6b, and 7 will be determined at 1 sec-1 using ASTM Designation: D 4957 with Asphalt Institute Vacuum Capillary Viscometers.
3. Where actual limits (e.g., 2500-500) are indicated, the actual test results shall be part of the certified copy of test results, or shall be furnished with the Certificate of Compliance.
4. Actual results of the test shall be part of the certified copy of test results and when PBA Grade 6a, 6b, or 7 is used an additional statement verifying an acceptable flash point shall be included with the Certificate of Compliance.
5. Actual results of the test shall be part of the certified copy of test results and when PBA Grade 6a, 6b, or 7 is used an additional statement verifying an acceptable mass loss shall be included with the Certificate of Compliance.
6. Where "Report" is indicated, there is no requirement; however the actual results of the test shall be part of the certified copy of test results, or shall be furnished with the Certificate of Compliance.
7. "Tilt Oven Residue" means the asphalt obtained using California Test 374, Method B, "Method for Determining Asphalt Durability Using the California Tilt-Oven Durability Test."
8. SSD = Shear susceptibility of Delta, SSV = Shear susceptibility of Viscosity.
9. California Test 381.

**SECTION 8-2. (BLANK)**

**SECTION 9. (BLANK)**

**SECTION 10. CONSTRUCTION DETAILS**

**SECTION 10-1. GENERAL**

**10-1.01 ORDER OF WORK**

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

Attention is directed to "Maintaining Traffic" and "Temporary Pavement Delineation" of these special provisions and to the stage construction sheets of the plans.

Attention is directed to "Progress Schedule (Critical Path)" of these special provisions regarding the submittal of a general time-scaled logic diagram within 10 days after approval of the contract. The diagram shall be submitted prior to performing any work that may be affected by any proposed deviations to the construction staging of the project.

In each stage, after completion of the preceding stage, the first order of work shall be the removal of existing pavement delineation as directed by the Engineer. Pavement delineation removal shall be coordinated with new delineation so that lane lines are provided at all times on traveled ways open to public traffic.

Before obliterating any pavement delineation that is to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barrier lines, limit lines, crosswalks and other pavement markings. Full compensation for referencing pavement delineation shall be considered as included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefor.

At those locations exposed to public traffic where guard railings or barriers are to be constructed, reconstructed, or removed and replaced, the Contractor shall schedule operations so that at the end of each working day there shall be no post holes open nor shall there be any railing or barrier posts installed without the blocks and rail elements assembled and mounted thereon.

**10-1.02 WATER POLLUTION CONTROL**

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications and these special provisions.

Water pollution control work shall conform to the requirements in the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbooks, dated April 1997, and addenda thereto issued up to and including the date of advertisement of the project, hereafter referred to as the "Handbook." Copies of the Handbook may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone No.: (916) 445-3520.

Copies of the Handbook are also available for review at the Department of Transportation, District 8, 464 West 4th Street, San Bernardino, CA 92401.

The Contractor shall know and fully comply with the applicable provisions of the Handbook and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the Department and made part of the contract, it is expressly agreed that the Department assumes no responsibility whatsoever to the Contractor or property owner with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Handbook and Federal, State, and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, an amount of the money due the Contractor under the contract, as determined by the Department, may be retained by the State of California until disposition has been made of the costs and liabilities.

The retention of money due the Contractor shall be subject to the following:

- A. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.

- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.
- C. If the Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the provisions in this section "Water Pollution Control" shall not relieve the Contractor from the Contractor's responsibilities as provided in Section 7, "Legal Relations and Responsibilities," of the Standard Specifications.

#### **WATER POLLUTION CONTROL PROGRAM PREPARATION, APPROVAL AND UPDATES**

As part of the water pollution control work, a Water Pollution Control Program, hereafter referred to as the "WPCP," is required for this contract. The WPCP shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, the requirements in the Handbook, and these special provisions.

No work having potential to cause water pollution, as determined by the Engineer, shall be performed until the WPCP has been approved by the Engineer.

Within 30 days after the approval of the contract, the Contractor shall submit 3 copies of the WPCP to the Engineer. The Engineer will have 7 days to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within 7 days of receipt of the Engineer's comments. The Engineer will have 7 days to review the revisions. Upon the Engineer's approval of the WPCP, 3 additional copies of the WPCP incorporating the required changes shall be submitted to the Engineer. Minor changes or clarifications to the initial submittal may be made and attached as amendments to the WPCP. In order to allow construction activities to proceed, the Engineer may conditionally approve the WPCP while minor revisions or amendments are being completed.

The WPCP shall identify pollution sources that may adversely affect the quality of storm water discharges associated with the project and shall identify water pollution control measures, hereafter referred to as control measures, to be constructed, implemented, and maintained in order to reduce to the extent feasible pollutants in storm water discharges from the construction site during construction under this contract.

The WPCP shall incorporate control measures in the following categories:

- A. Soil stabilization practices;
- B. Sediment control practices;
- C. Sediment tracking control practices;
- D. Wind erosion control practices; and
- E. Nonstorm water management and waste management and disposal control practices.

Specific objectives and minimum requirements for each category of control measures are contained in the Handbook.

The Contractor shall consider the objectives and minimum requirements presented in the Handbook for each of the above categories. When minimum requirements are listed for any category, the Contractor shall incorporate into the WPCP and implement on the project, one or more of the listed minimum controls required in order to meet the pollution control objectives for the category. In addition, the Contractor shall consider other control measures presented in the Handbook and shall incorporate into the WPCP and implement on the project the control measures necessary to meet the objectives of the WPCP. The Contractor shall document the selection process in conformance with the procedure specified in the Handbook.

The WPCP shall include, but not be limited to, the following items as described in the Handbook:

- A. Project description and Contractor's certification;
- B. Project information;
- C. Pollution sources, control measures, and water pollution control drawings; and
- D. Amendments, if any.

The Contractor shall amend the WPCP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems or when deemed necessary by the Engineer. The WPCP shall be amended if the WPCP has not achieved the objective of reducing pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially approved WPCP, which are required on the project to control water pollution effectively. Amendments to the WPCP shall be submitted for review and approval by the Engineer in the same manner specified for the initially approved WPCP. Amendments shall be dated and attached to the on-site WPCP document.

The Contractor shall keep a copy of the WPCP, together with updates, revisions and amendments at the project site.

## **WPCP IMPLEMENTATION**

Upon approval of the WPCP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, and maintaining the control measures included in the WPCP and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these special provisions, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of control measures are specified in the Handbook and these special provisions.

Soil stabilization practices and sediment control measures, including minimum requirements, shall be provided throughout the winter season, defined as between November 1 and March 15.

Implementation of soil stabilization practices and sediment control measures for soil-disturbed areas on the project site shall be completed, except as provided for below, not later than 20 days prior to the beginning of the winter season or upon start of applicable construction activities for projects which begin either during or within 20 days of the winter season.

Throughout the winter season, the active, soil-disturbed area of the project site shall be not more than 1.9 hectares. The Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas on the project site before the onset of precipitation. A quantity of soil stabilization and sediment control materials shall be maintained on site equal to 100 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. A current inventory of control measure materials and the detailed mobilization plan shall be included as part of the WPCP.

Throughout the winter season, soil-disturbed areas on the project site shall be considered to be nonactive whenever soil disturbing activities are expected to be discontinued for a period of 20 or more days and the areas are fully protected. Areas that will become nonactive either during the winter season or within 20 days thereof shall be fully protected with soil stabilization practices and sediment control measures within 10 days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Throughout the winter season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless fair weather is predicted through the following work day. The weather forecast shall be monitored by the Contractor on a daily basis. The National Weather Service forecast shall be used. An alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following work day, construction scheduling shall be modified, as required, and functioning control measures shall be deployed prior to the onset of the precipitation.

The Contractor shall implement, year-round and throughout the duration of the project, control measures included in the WPCP for sediment tracking, wind erosion, nonstorm water management, and waste management and disposal.

The Engineer may order the suspension of construction operations which create water pollution if the Contractor fails to conform to the provisions in this section "Water Pollution Control" as determined by the Engineer.

## **MAINTENANCE**

To ensure the proper implementation and functioning of control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the WPCP. The Contractor shall identify corrective actions and time needed to address any deficient measures or reinitiate any measures that have been discontinued.

The construction site inspection checklist provided in the Handbook shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the control measures are functioning adequately. One copy of each site inspection record shall be submitted to the Engineer.

During the winter season, inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

- A. Prior to a forecast storm;
- B. After all precipitation which causes runoff capable of carrying sediment from the construction site;
- C. At 24-hour intervals during extended precipitation events; and
- D. Routinely, at a minimum of once every 2 weeks.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the State.

## **PAYMENT**

Full compensation for conforming to the provisions in this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

The Engineer will retain an amount equal to 25 percent of the estimated value of the contract work performed during estimate periods in which the Contractor fails to conform to the provisions in this section "Water Pollution Control" as determined by the Engineer.

Retentions for failure to conform to the provisions in this section "Water Pollution Control" shall be in addition to the other retentions provided for in the contract. The amounts retained for failure of the Contractor to conform to the provisions in this section will be released for payment on the next monthly estimate for partial payment following the date that a WPCP has been implemented and maintained and water pollution is adequately controlled, as determined by the Engineer.

### **10-1.03 PROGRESS SCHEDULE (CRITICAL PATH)**

Progress schedules will be required for this contract and shall conform to the requirements of these special provisions. Progress schedules shall utilize the Critical Path Method (CPM). Attention is directed to "Cooperation" and "Obstructions" of these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7, "Legal Relations and Responsibility," of the Standard Specifications.

## **DEFINITIONS**

The following definitions shall apply to these special provisions:

- A. Activity.—A task or item of work that shall be performed in order to complete a project.
- B. Baseline Schedule.—The initial CPM progress schedule as accepted by the Engineer representing the Contractor's original work plan.
- C. Concurrent Delay.—Two or more delays on the critical path that occur at the same time.
- D. Contract Completion Date.—The date the Contractor is contractually obligated to complete the project, including any authorized adjustments, as specified in Section 8-1.06, "Time of Completion," of the Standard Specifications.
- E. Contractor Delay.—A delay that extends the time required to complete a controlling operation caused by and within the control of the Contractor, subcontractors at any tier or suppliers.
- F. Controlling Operation.—A feature of work or activity on the critical path.
- G. Critical Path.—In a project network, the sequence of activities yielding the longest path in a CPM analysis necessary to complete the project.
- H. Critical Path Method (CPM).—A mathematical calculation using the sequence of activities and their interrelationships, interdependencies, resources, and durations to determine the critical path that shows the expected time to complete a project.
- I. Data Date.—The day after the date through which progress updates have been calculated; everything occurring earlier than the data date is "As-Built"; and everything on or after the data date is "Planned."
- J. Early Completion Time.—The difference in time between the contract completion date and the current State-accepted scheduled completion date.
- K. Float.—The amount of time between the early start date and the late start date or the early finish date and the late finish date of any activity or group of activities in the network.
- L. Free Float.—The amount of time an activity can be delayed before delaying a subsequent activity.
- M. Fragnet.—A section or fragment of the network diagram comprised of a group of activities.
- N. Milestone.—A marker in a network which is typically used to mark a point in time or denote the beginning or end of a sequence of activities. A milestone has zero duration and zero resources, but will otherwise function in the network as if the milestone were an activity.
- O. Narrative Report.—A report that identifies potential problem areas, current and anticipated delaying factors and their impact, actions taken or proposed, proposed changes in schedule logic, extension or contraction of activities, proposed addition or deletion of activities, explanation for changes in the critical path, explanation for changes in scheduled completion date, out of sequence work, and other topics related to job progress or scheduling.
- P. Near Critical Path.—A path having 10 working days or less of total float.
- Q. Punch List.—A list of details needing attention to complete task or work for both contract item and extra work.
- R. Schedule Revision.—A change in the future portion of the schedule that modifies logic; alters construction sequences such as performing sequential activities concurrently or concurrent activities sequentially; adds or deletes activities or significantly alters activity durations, as determined or accepted by the Engineer.
- S. Scheduled Completion Date.—The Contractor's scheduled completion date as shown on the accepted baseline schedule as modified by subsequent accepted schedule updates and revisions.
- T. Time Impact Analysis.—An analysis demonstrating the estimated time impact of a contract change order, delay or other event on the scheduled completion date.

- U. Total Float.—The amount of time that an activity may be delayed without delaying the scheduled completion date.
- V. Update.—The routine modification of the CPM progress schedule through a regular monthly review to incorporate actual past progress to date by activity, projected completion dates and approved time adjustments.

### **MATERIALS (COMPUTER SYSTEM)**

The Contractor shall provide a computer system for the State's exclusive possession and use for CPM progress schedules. The minimum computer system to be furnished shall be complete with keyboard, mouse, monitor, printer and plotter. The system shall conform to the following requirements:

- A. Latest industry-available Intel Pentium processor, Motorola RISC processor or equivalent.
- B. Latest computer operating system software compatible with the selected processor, either Windows or MACINTOSH.
- C. Minimum of 64 megabytes of random access memory (RAM).
- D. Internal drives, including: one 4-gigabyte minimum hard disk drive, one 1.44-megabyte 90 mm (3.5-inch) floppy disk drive and one 32x speed CD-ROM drive.
- E. Internal fax/modem, latest speed and software version of U.S. Robotics, 3COM or equivalent.
- F. A 430 mm (17-inch) minimum, color monitor capable of at least 1,024 x 768 pixels.
- G. A color-ink-jet-type, B-size plotter compatible with the selected system capable of printing fully legible, time-scaled charts, network diagrams and reports.
- H. A manual parallel cable switching device, with connecting cables, allowing the user to alternate printing between the plotters.
- I. CPM software shall be compatible with the hardware provided, shall be the latest version of Primavera Project Planner for Windows, SureTrak for Windows, or equal, and shall be able to create files that can easily be imported into the latest version of Primavera.
- J. General software shall be the latest version of McAfee VirusScan virus protection or equal and shall be compatible with the hardware provided.
- K. Upgrades to the CPM and general software shall be provided, as the upgrades become available.

The computer hardware and software furnished by the Contractor shall be compatible with that used for the production of the CPM progress schedule required by these special provisions, including original instruction manuals and other documentation normally provided with the CPM and general software. Before delivery and setup of the computer system, the Contractor shall submit, for approval of the Engineer, a detailed list of the computer hardware and software the Contractor proposes to furnish, including an itemized schedule of costs for the system.

The Contractor shall furnish, install, set up, maintain, and repair the computer system ready-for-use, and provide plotter supplies as necessary during the course of the project at a location determined by the Engineer. The first submittal of the baseline schedule will not be considered complete until the hardware and software are installed and ready for use with the submitted baseline schedule. The Contractor shall instruct and assist the Engineer in the use of the hardware and software. When requested by the Engineer, the Contractor shall provide one 8-hour session of outside commercial training in the use of the CPM software for a maximum of 2 project staff at a location acceptable to the Engineer. Hardware repairs shall be made within 48 hours of notification by the Engineer, or replacement equipment shall be furnished and installed by the Contractor until repairs have been completed.

Computer hardware and software furnished shall remain the property of the Contractor and shall be removed by the Contractor upon acceptance of the contract if no claims involving contract progress are pending. If contract claims involving contract progress are pending, computer hardware or software shall not be removed until the final estimate has been submitted to the Contractor.

### **GENERAL**

Early completion time shall be considered a resource for the exclusive use of the Contractor. The Contractor may increase early completion time by increasing production or reallocating resources to be more efficient, or by proposing, and the State accepting, contract change orders that are the result of significant Contractor development and investment or from an appropriate share of an accepted cost reduction proposal in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

The State may reduce contract working days if the action is the result of a contract change order other than those that result from significant Contractor development and investment. The Contractor shall conduct a time impact analysis to determine the effect of the change in the same manner described in "Schedule Time Adjustment" specified herein, and shall include the impacts acceptable to the Engineer in the next update or revision.

The Contractor shall be responsible for assuring that the work sequences are logical and the network shows a coordinated plan for complete performance of the work. Failure of the Contractor to include in the schedule any element of work

required for the performance of the contract shall not relieve the Contractor from completing the work within the time limit specified in the contract. If the Contractor or the Engineer discovers an undefined element of work, activity or logic, it shall be corrected by the Contractor in a schedule revision, as specified in these special provisions. If a planned activity requires greater-than-normal daily resources to accomplish, schedule revision submittals shall include a narrative describing the activity, and the amount and use of the extraordinary resources.

The Baseline Schedule or Schedule Update submitted for acceptance shall not show variances from the requirements of these special provisions unless approved by the Engineer. The Contractor shall make specific mention of the variations in the letter of transmittal and shall make the associated adjustments to the project schedule. The Contractor will not be relieved of the responsibility for executing the work in strict conformance with the provisions in the requirements of these special provisions. In the event of a conflict between the requirements of these special provisions and the information provided or shown on an accepted schedule, the requirements of these special provisions shall take precedence.

Each schedule submitted to the Engineer shall comply with the limits imposed by these special provisions, with the specified intermediate milestones and completion dates, and with the constraints, restraints or sequences included in these special provisions, except that after the Engineer accepts the baseline schedule, the Contractor may show a late scheduled completion date on subsequent updates or revisions. The degree of detail shall include factors to the satisfaction of the Engineer, including, but not limited to:

- A. Physical breakdown of the project;
- B. Contract milestones and completion dates, substantial completion dates, constraints, restraints, sequences of work shown in these special provisions, the planned substantial completion date, and the final completion date;
- C. Type of work to be performed, the sequences and the activities to be performed by subcontractors;
- D. Procurement, submittal, submittal review, manufacture, test, delivery, and installation of major materials and equipment that require approval;
- E. Preparation, submittal and approval of shop or working drawings and material samples showing time, as specified in these special provisions for the Engineer's review;
- F. Identification of interfaces and dependencies with preceding, concurrent and follow-on contractors, railroads, and utilities as indicated in these special provisions;
- G. Identification of each utility relocation or interface as a separate activity;
- H. Batch plant erection and plant certification;
- I. Erection and removal of falsework or shoring;
- J. Submission and approval of reports or results for major tests, such as that for pile loading or traffic controllers;
- K. Indicate long-term ramp and connector closing and opening events, traffic switches, and opening and closing of pavements to traffic as separate one day activities;
- L. Punch-list and final clean-up;
- M. State-owned float as the last activity in the schedule, at the end of which is the Scheduled Completion Date;
- N. Activity coding conventions shall include the following:

	Code	Value	Description
(1) Responsibility	RESP	CT	Caltrans
		UTIL	Utility Company
		RAIL	Railroad
		xxxx	Contractor
		xxxx	Subcontractor
		xxxx	others, as needed
(2) Stage	STGE	1	Stage 1
		2	Stage 2
		other designations	other descriptions, as needed
(3) Phase	PHAS	1	Phase 1
		2	Phase 2
		other phases	other phases, as needed
(4) Utilities	UTIL	PGE	Pacific Gas & Electric
		BELL	Pacific Bell
		GTE	GTE
		SCE	Southern California Edison
		other utilities	other utilities, as needed

The Contractor may include additional coding conventions, such as Ramps (RAMP), Facilities (FAC), and Events (EVNT).

The work shall be executed in the sequence indicated in the accepted baseline schedule and subsequent accepted updates and revisions. Once the Engineer accepts a CPM schedule, the Contractor shall neither artificially improve the progress nor artificially change the quantity of float in any part of the schedule by artificially adding or deleting activities, revising schedule logic restraints, or changing planned activity durations. Schedule changes of planned work shall be documented in a properly submitted revision. The Contractor may improve the progress by performing sequential activities concurrently or by performing activities more quickly than planned. In the case of multiple critical paths, float generated by early completion of one or a sequence of activities will be considered in determining if that sequence of activities remains on the critical path.

The schedule shall be modified to reflect actual events and conditions, including non-work days, as these events and conditions occur for historical purposes and for use in time impact analysis. Submittals and Engineer review time shall be shown in the progress schedule, including CPM schedule updates and revisions. The duration of the Engineer review activity shall be 15 days unless specified otherwise in these special provisions.

The Contractor shall be allowed to show an early or late scheduled completion date on schedule updates and revisions. The Engineer will use the most current, accepted schedule update and revision, and Contractor-provided cause, time-impact and schedule-delay analysis that is acceptable to the Engineer to determine apparent impacts.

The Engineer shall have 20 days to review and accept or reject the baseline schedule. The Engineer shall have 15 days to review and accept or reject any updated or revised schedule. Rejected schedules shall be resubmitted to the Engineer within 5 days, at which time a new review period of 5 days will begin. After the baseline schedule is accepted, schedules that are not accepted or rejected within the required review period will be deemed to have been accepted by the Engineer. Acceptance of a schedule does not relieve the Contractor of the responsibility of submitting complete and accurate information.

#### **PRE-CONSTRUCTION SCHEDULING CONFERENCE**

The Contractor shall schedule, and the Engineer will conduct, a Pre-construction Scheduling Conference with the Contractor's Project Manager and Construction Scheduler within 10 days after approval of the contract. At this meeting, the Engineer will review the requirements of this section of the special provisions with the Contractor. The Contractor shall submit a general time-scaled logic diagram displaying the major activities and sequence of planned operations and shall be prepared to discuss the proposed work plan and schedule methodology that complies with the requirements of these special provisions. If the Contractor proposes deviations to the construction staging of the project, the Contractor shall submit a general time-scaled logic diagram displaying the deviations and resulting time impacts and shall be prepared to discuss the proposal. At this meeting, the Contractor shall additionally submit the alpha-numeric coding structure and the activity identification system for labeling the work activities. To easily identify relationships, each activity description shall indicate its associated scope or location of work by including such terms as quantity of material, type of work, Bridge Number, Station to Station location, side of highway (such as left, right, northbound, southbound), lane number, shoulder, ramp name, ramp line descriptor or mainline. The Engineer will review and comment on the logic diagram, the coding structure and activity identification system within 15 days after submission by the Contractor. The Contractor shall make modifications to



the time-scaled logic diagram, the coding structure, and activity identification system that the Engineer requests and shall employ that coding structure and identification system. The Contractor shall include the Engineer-requested modifications in the baseline schedule.

### **NETWORK DIAGRAM AND PROJECT SCHEDULE REPORTS**

Schedules submitted to the Engineer, including the baseline schedule, shall include originally-plotted time-scaled network diagram(s). Network diagrams shall be based on early start and early finish dates of activities shown. The network diagrams submitted to the Engineer shall also be accompanied by the CPM software-generated tabular reports for each activity included in the project schedule. Three different report sorts shall be provided: Early Start, Total Float, and Activity Number which shall show the predecessors and successors for each activity. Tabular reports, 215 mm x 280 mm size (8 1/2" x 11" ), shall be submitted to the Engineer and shall include at a minimum, the following:

- A. Data date;
- B. Predecessor and successor activity numbers and descriptions;
- C. Activity number and description;
- D. Activity code(s);
- E. Scheduled, or actual and remaining durations for each activity;
- F. Earliest start date (by calendar date);
- G. Earliest finish date (by calendar date);
- H. Actual start date (by calendar date);
- I. Actual finish date (by calendar date);
- J. Latest start date (by calendar date);
- K. Latest finish date (by calendar date);
- L. Free Float, in work days;
- M. Total Float, in work days;
- N. Percentage of activity complete and remaining duration for incomplete activities;
- O. Lag(s); and
- P. Imposed constraints.

The networks shall be drafted time-scaled to show a continuous flow of information from left to right. The primary path(s) of criticality shall be clearly and graphically identified on the network(s). The network diagram shall be prepared on E-size sheets, 860 mm x 1120 mm (34" x 44"), and shall have a title block in the lower right-hand corner and a timeline on each page. Exceptions to the size of the network sheets and the use of computer graphics to generate the networks shall be subject to the Engineer's approval.

The narrative report shall be organized as follows:

- A. Contractor's Transmittal Letter;
- B. Work completed during the period;
- C. Identification of unusual resources: manpower, material, or equipment restrictions or use, including multiple shifts, 6-day work weeks, specified overtime, or work at times other than regular days or hours;
- D. Description of the current critical path;
- E. Changes to the critical path since the last schedule submittal;
- F. Description of problem areas;
- G. Current and anticipated delays:
  - 1. Cause of delay,
  - 2. Impact of delay on other activities, milestones and completion dates,
  - 3. Corrective action and schedule adjustments to correct the delay;
- H. Pending items and status thereof:
  - 1. Permits,
  - 2. Change Orders,
  - 3. Time Adjustments,
  - 4. Non-Compliance Notices;

I. Contract completion date(s) status:

1. Ahead of schedule and number of days,
2. Behind schedule and number of days,
3. If date changes, explain the cause;

J. Attached Updated Network Diagram and Reports.

Schedule network diagrams, tabular reports and narrative reports shall be submitted to the Engineer for acceptance in the following quantities:

- A. Two sets of originally-plotted, time-scaled network diagram(s);
- B. Two copies of each of the three sorts of the CPM software-generated tabular reports 215 mm x 280 mm size (8 1/2" x 11");
- C. One 1.44-megabyte 89 mm (3.5 inch) floppy diskette containing the schedule data;
- D. Two copies of the narrative report.

### **BASELINE SCHEDULE REQUIREMENTS**

Within 30 days after approval of the contract, the Contractor shall submit a baseline schedule to the Engineer. The baseline project schedule shall have a data date of the first working day of the contract and shall not include any completed work to-date. The baseline schedule shall be practicable; include the entire scope of work; meet interim target dates, milestones, stage construction requirements, and internal time constraints; show logical sequence of activities; and shall not extend beyond the number of working days originally provided in these special provisions. An early completion schedule will be acceptable provided that the schedule meets the requirements of these special provisions and the Standard Specifications.

The baseline CPM progress schedule submitted by the Contractor shall have a sufficient number of activities to assure adequate planning of the project, to permit monitoring and evaluation of progress, and the analysis of time impacts. The baseline schedule shall depict how the Contractor plans to complete the whole work involved, and shall show the activities that define the critical path. Multiple critical paths and near-critical paths shall be kept to a minimum, as determined by the Engineer. A total of not more than 50 percent of the baseline schedule activities shall be critical or near-critical, unless otherwise approved by the Engineer.

Activities shall have a duration of not less than one working day nor more than 20 working days, unless otherwise approved by the Engineer. The activities in the baseline schedule, with the exception of the first and last activities, shall have a minimum of one predecessor and a minimum of one successor. The baseline schedule shall not attribute negative float or negative lag to an activity.

### **MONTHLY SCHEDULE UPDATES**

On or before the first calendar day of each month, the Contractor shall meet with the Engineer to review contract progress. At the monthly progress meeting the Contractor shall submit to the Engineer an update of the network diagram and project schedule reports as defined above. Update schedules shall have a data date of the twenty-first calendar day of the month, or other date as established by the Engineer, and shall include the information available up to that date. Durations for work that has been completed will be shown on the schedule as the work actually occurred, including Engineer submittal review and Contractor resubmittal times.

### **SCHEDULE REVISIONS**

When the Contractor proposes a revision to an accepted schedule, the Contractor shall state in writing the reasons for the change, as well as the specifics, such as, but not limited to, revisions to activities, logic, durations, and other matters pertinent to the proposed revisions. If the Engineer considers a schedule revision to be of a major nature, the Engineer may require the Contractor to revise and submit for acceptance the affected portion(s) of the project schedule and an analysis to show the effect on the entire project. In addition to the revision submittal, the Contractor shall submit a schedule update with the same data date as the revision which is to reflect the project condition just prior to implementing the revision. The Contractor shall discuss contemplated revisions with the Engineer prior to the submittal.

Within 15 days, the Contractor shall submit a revised CPM network for approval when requested by the Engineer, or when any of the following occurs:

- A. There is a significant change in the Contractor's operations that affects the critical or near critical path(s).
- B. The scheduled completion date of the current submitted updated CPM schedule indicates that the contract progress is 20 days or more behind the current accepted schedule or revision.

- C. The Contractor or the Engineer considers that an approved or anticipated change will impact the critical or near critical path or contract progress.

### **SCHEDULE TIME ADJUSTMENT**

When the Contractor requests a time adjustment due to contract change orders or delays, or if the Contractor or the Engineer considers that an approved or anticipated change will impact the critical path or contract progress, the Contractor shall submit a written time impact analysis to the Engineer illustrating the impacts of each change or delay on the current scheduled completion date or milestone completion date. The analysis shall use the currently accepted schedule that has a data date closest to and prior to the event. If the Engineer determines that the currently accepted schedule does not appropriately represent the conditions prior to the event, the schedule shall be updated to the day before the event being analyzed. An additional analysis shall be performed after the completion of the event. If the event is on the critical path at the time of its completion, then the difference between the scheduled completion dates of these 2 analyses shall be equal to the adjustment in time. The time impact analysis shall include one or more fragnet(s) demonstrating how the Contractor proposes to incorporate the event(s) into the schedule, including logic and duration of the proposed activities. Until such time that the Contractor provides the analysis, the Engineer may, at his option, construct and utilize the project as-built schedule or other recognized method to determine adjustments in contract time.

Time impact analyses shall be submitted in duplicate within 15 days of a delay and shall be used in determining contract change order days. Approval or rejection of each time impact analysis by the Engineer will be made within 15 days after receipt of the time impact analysis. In the event the Contractor does not agree with the decision of the Engineer regarding the impact of a change or delay, notice shall be given in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications. The third paragraph of Section 4-1.03A of the Standard Specifications shall not apply.

### **FINAL SCHEDULE UPDATE**

Within 30 days after acceptance of the contract by the Director, the Contractor shall submit a final update of the schedule (as-built schedule) with actual start and actual finish dates for the activities. The Contractor shall submit a written certificate with this submittal signed by the Contractor's Project Manager and an officer of the company stating "To the best of my knowledge, the enclosed final update of the project schedule reflects the actual start and completion dates of the actual activities for the project contained herein." An officer of the company may delegate in writing the authority to sign the certificate to a responsible manager. Submittal of the final schedule update and the certification shall be a condition precedent to the release of any retained funds under the contract.

### **PAYMENT**

Progress schedule (critical path) will be paid for at a lump sum price. The contract lump sum price paid for progress schedule (critical path) shall include full compensation for furnishing all labor, material (including computer hardware and software), tools, equipment, and incidentals; and for doing all the work involved in preparing, furnishing, updating, and revising progress schedules; maintaining and repairing the computer hardware; and instructing and assisting the Engineer in the use of the computer hardware and software, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Payments for the progress schedule (critical path) contract item will be made as follows:

- A. A total of 50 percent of the progress schedule (critical path) contract item amount will be made upon achieving all of the following: 5 percent of all work completed, accepted baseline, all accepted required schedule updates and revisions, and required CPM training.
- B. A total of 60 percent of the progress schedule (critical path) contract item amount will be made upon achieving all of the following: 25 percent of all work completed, accepted baseline, and all accepted required schedule updates and revisions.
- C. A total of 75 percent of the progress schedule (critical path) contract item amount will be made when 50 percent of all work completed, accepted baseline, and all accepted required schedule updates and revisions.
- D. A total of 100 percent of the progress schedule (critical path) contract item amount will be made when 100 percent of all work completed, accepted baseline, all accepted required schedule updates and revisions, and a completed and certified Final Schedule Update.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications shall not apply to the item of progress schedule (critical path). Adjustments in compensation for progress schedule (critical path) will not be made for any increased or decreased work ordered by the Engineer in furnishing progress schedules.

## RETENTION

The Department will retain an amount equal to 25 percent of the estimated value of the work performed during each estimate period in which the Contractor fails to submit pre-construction scheduling documents, an acceptable baseline, acceptable updated schedule, or acceptable revised progress schedule (critical path) conforming to the requirements of these special provisions as determined by the Engineer. Retentions for failure to submit acceptable CPM progress schedules shall be in addition to other retentions provided for in the contract. Retentions for failure to submit progress schedules (critical path) will be released for payment on the next monthly estimate for partial payment following the date that pre-construction scheduling documents and acceptable progress schedules (critical path) are submitted to the Engineer, and no interest will be due the Contractor.

### 10-1.04 OVERHEAD

Overhead shall conform to the provisions of this section, "Overhead," of these special provisions. The Contractor will be compensated for time-related overhead in accordance with these special provisions.

Attention is directed to "Force Account Payment" and "Progress Schedule (Critical Path)" of these special provisions.

The provisions in Section 9-1.08, "Adjustment of Overhead Costs," of the Standard Specifications shall not apply.

Time-related overhead shall consist of those overhead costs, including field and home office overhead, that are in proportion to the time required to complete the work. Time-related overhead shall not include costs that are not related to time, including but not limited to, mobilization, licenses, permits, and any other charges incurred only once during the contract.

Field office overhead expenses include time-related costs associated with the normal and recurring operations of the construction project, and shall not include costs directly attributable to any of the work of the contract. Such time-related costs include, but are not limited to, the salaries and benefits of project managers, general superintendents, field office managers and other field office staff assigned to the project, and rent, utilities, maintenance, security, supplies and equipment costs of the project field office.

Home office overhead or general and administrative expenses refer to the fixed costs of operating the Contractor's business. Such costs include, but are not limited to, general administration, insurance, personnel and subcontract administration, purchasing, accounting, and project engineering and estimating. The rate of home office overhead shall exclude expenses specifically related to other contracts or other businesses of the Contractor, equipment coordination, material deliveries, and consultant and legal fees.

The quantity of time-related overhead to be paid will be measured by the working day, as specified in the Engineer's Estimate as WDAYS. The estimated amount will be based on the number of working days, excluding any days for plant establishment, as specified in "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions. In the event an early completion progress schedule, as defined in "Progress Schedule (Critical Path)" of these special provisions, is submitted by the Contractor and approved by the Engineer, the quantity of time-related overhead eligible for payment will be based on the total number of working days as specified in "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions, rather than the Contractor's early completion progress schedule. The quantity of time-related overhead, as measured above, will be adjusted only as a result of suspensions and adjustments of time which revise the current contract completion date and which are also any of the following:

1. suspensions of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications, except:
  - a. suspensions ordered due to weather conditions being unfavorable for the suitable prosecution of the controlling operation or operations; or
  - b. suspensions ordered due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the contract; or
  - c. any other suspensions mutually agreed upon between the Engineer and the Contractor.
2. extensions of time granted by the State in conformance with the provisions in the fifth paragraph in Section 8-1.07, "Liquidated Damages," of the Standard Specifications; or
3. reductions in contract time set forth in approved contract change orders, in conformance with the provisions in Section 4-1.03, "Changes," of the Standard Specifications.

In the event a cost reduction proposal is submitted by the Contractor, and is subsequently approved by the Engineer, which provides for a reduction in contract time, the contract amount of time-related overhead associated with the reduction in contract time shall be considered as a net savings in the total cost of time-related overhead. The Contractor will be paid 50 percent of the estimated net savings of the time-related overhead, in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

If the quantity of time-related overhead, measured as specified in this special provision, exceeds 149 percent of the number of working days specified in the Engineer's Estimate, the Contractor shall, within 60 calendar days of the Engineer's written request, submit to the Engineer an audit examination and report performed by an independent Certified Public Accountant of the Contractor's actual overhead costs. The independent Certified Public Accountant's audit examination shall be performed in conformance with the requirements of the American Institute of Certified Public Accountants Attestation Standards. The audit examination and report shall depict the Contractor's project and company-wide financial records and shall specify the actual overall average daily rates for both field and home office overhead for the entire duration of the project, and whether the costs have been properly allocated. The rates of field and home office overhead shall exclude all unallowable costs as determined in the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31. The audit examination shall determine if the rates of field and home office overhead:

1. are allowable in conformance with the requirements of the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31;
2. are adequately supported by reliable documentation; and
3. related solely to the project under examination.

Upon the Engineer's written request, the Contractor shall make its financial records available for audit by the State for the purpose of verifying the actual rate of time-related overhead specified in the audit submitted by the Contractor. The actual rate of time-related overhead specified in the audit, submitted by the Contractor, will be subject to approval by the Engineer.

If the Engineer elects, or if requested in writing by the Contractor, contract item payments for time-related overhead, in excess of 149 percent of the number of working days designated in the Engineer's Estimate, will be adjusted to reflect the actual rate.

The cost of performing an audit examination and submitting the report, requested by the Engineer, will be borne equally by the State and the Contractor. The division of the cost will be made by determining the cost of providing an audit examination in conformance with the provisions of Section 9-1.03B, "Work performed by Special Forces or Other Special Services" of the Standard Specifications, and paying to the Contractor one-half of that cost.

The contract price paid per working day for time-related overhead shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in time-related overhead, complete in place, including all field and home office overhead costs incurred by the Contractor and by any joint venture partner, subcontractor, supplier or other party associated with the Contractor, and the Contractor's share of costs of audits of overhead costs requested by the Engineer, as specified in these special provisions, and as directed by the Engineer. The provisions in Sections 4-1.03B, "Increased or Decreased Quantities," 4-1.03C, "Changes in Character of the Work," of the Standard Specifications shall not apply to time-related overhead.

Full compensation for additional overhead costs involved in the performance of extra work at force account shall be considered as included in the markups specified in "Force Account Payment," of these special provisions.

Full compensation for additional overhead cost involved in performing additional contract item work that is not a controlling operation and for all overhead, other than the time-related overhead measured and paid for as specified in this section "Overhead", shall be considered as included in the various items of work involved, and no additional compensation will be allowed therefor.

For the purpose of making partial payments pursuant to the provisions in Section 9-1.06, "Partial Payments," of the Standard Specifications, the number of working days to be paid for time-related overhead in each monthly partial payment will be the number of working days, specified above to be measured for payment, that occurred during that monthly estimate period. The amount earned per working day for time-related overhead shall be either the contract item price, or 20 percent of the original total contract amount divided by the number of working days specified in "Beginning of Work, Time of Completion and Liquidated Damages," of these special provisions, whichever is the lesser.

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount of the total contract item price for time-related overhead not yet paid, will be included for payment in the first estimate made after acceptance of the contract in conformance with the provisions in Section 9-1.07, "Payment After Acceptance," of the Standard Specifications.

#### **10-1.05 OBSTRUCTIONS**

Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," and Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 150 mm in diameter or pipelines operating at pressures greater than 415 kPa (gage); underground

electric supply system conductors or cables, with potential to ground of more than 300 V, either directly buried or in a duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

If these facilities are not located on the plans in both alignment and elevation, no work shall be performed in the vicinity of the facilities, except as provided herein for conduit to be placed under pavement, until the owner, or the owner's representative, has located the facility by potholing, probing or other means that will locate and identify the facility. Conduit to be installed under pavement in the vicinity of these facilities shall be placed by the trenching method in conformance with the provisions in "Conduit" of these special provisions. If, in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being located by the owner or the owner's representative, the State will compensate the Contractor for the delays to the extent provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications, and not otherwise, except as provided in Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications.

#### **10-1.06 MOBILIZATION**

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications.

#### **10-1.07 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES**

Flagging, signs, and all other traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Category 1 traffic control devices are defined as those devices that are small and lightweight (less than 45 kg), and have been in common use for many years. The devices shall be known to be crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 traffic control devices. Self-certification shall be provided by the manufacturer or Contractor and shall include the following: date, Federal Aid number (if applicable), expenditure authorization, district, county, route and kilometer post of project limits; company name of certifying vendor, street address, city, state and zip code; printed name, signature and title of certifying person; and an indication of which Category 1 traffic control devices will be used on the project. The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 traffic control devices are defined as those items that are small and lightweight (less than 45 kg), that are not expected to produce significant vehicular velocity change, but may otherwise be potentially hazardous. Category 2 traffic control devices include: barricades and portable sign supports.

Category 2 devices purchased on or after October 1, 2000 shall be on the Federal Highway Administration (FHWA) Acceptable Crashworthy Category 2 Hardware for Work Zones list. This list is maintained by FHWA and can be located at the following internet address: <http://safety.fhwa.dot.gov/fourthlevel/hardware/listing.cfm?code=workzone>. The Department maintains a secondary list at the following internet address: <http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdffiles.htm>.

Category 2 devices that have not received FHWA acceptance, and were purchased before October 1, 2000, may continue to be used until they complete their useful service life or until January 1, 2003, whichever comes first. Category 2 devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer by the start of the project. The label shall be readable. After January 1, 2003, all Category 2 devices without a label shall not be used on the project.

Full compensation for providing self-certification for crashworthiness of Category 1 traffic control devices and labeling Category 2 devices as specified shall be considered as included in the prices paid for the various contract items of work requiring the use of the Category 1 or Category 2 traffic control devices and no additional compensation will be allowed therefor.

### 10-1.08 CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Type II retroreflective sheeting shall not be used on construction area sign panels.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

### 10-1.09 MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the provisions in "Public Safety" of these special provisions and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

Lane closures shall conform to the provisions in section "Traffic Control System for Lane Closure" of these special provisions.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including any section closed to public traffic.

Whenever vehicles or equipment are parked on the shoulder within 1.8 m of a traffic lane, the shoulder area shall be closed as shown on the plans.

Lanes shall be closed only during the hours shown on the charts included in this section "Maintaining Traffic." Except work required under Sections 7-1.08 and 7-1.09, work that interferes with public traffic shall be performed only during the hours shown for lane closures.

Designated legal holidays are: January 1st, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor, if in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved the deviations in writing. All other modifications will be made by contract change order.

Chart No. 1 Multilane Lane Requirements																									
Location:Riv-10-KP R168.9/R215.6 E/B AND W/B																									
FROM HOUR TO HOUR	a.m.												p.m.												
	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Fridays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1									
Saturdays																									
Sundays																									
Working day before designated legal holiday																									
Designated legal holidays																									
Legend:																									
1	One lane open in direction of travel																								
	No lane closure allowed																								
REMARKS:SHOULDERS MAY BE CLOSED AT ANY TIME.																									

Chart No. 2 Ramp Lane Requirements																									
Location: Riv-10-KP R168.9/R215.6 E/B AND W/B																									
FROM HOUR TO HOUR	a.m.												p.m.												
	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Fridays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X									
Saturdays																									
Sundays																									
Working day before designated legal holiday																									
Designated legal holidays																									
Legend:																									
X	Ramp may be closed																								
	No work that interferes with public traffic will be allowed																								
REMARKS: NO TWO CONSECUTIVE RAMPs SHALL BE CLOSED AT ANY TIME IN THE SAME DIRECTION. RAMP TO ROUTE 177 SHALL BE OPENED TO TRAFFIC AT ALL TIMES. DURING PAVING OPERATION, A MINIMUM LANE WIDTH OF 3.6 m SHALL BE MAINTAINED.																									

#### 10-1.10 CLOSURE REQUIREMENTS AND CONDITIONS

Lane closures shall conform to the provisions in "Maintaining Traffic" of these special provisions and these special provisions.

The term closure, as used herein, is defined as the closure of a traffic lane or lanes, including ramp or connector lanes, within a single traffic control system.

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## **CLOSURE SCHEDULE**

By noon Monday, the Contractor shall submit a written schedule of planned closures for the following week period, defined as Friday noon through the following Friday noon.

The Closure Schedule shall show the locations and times when the proposed closures are to be in effect. The Contractor shall use the Closure Schedule request forms furnished by the Engineer. Closure Schedules submitted to the Engineer with incomplete, unintelligible or inaccurate information will be returned for correction and resubmittal. The Contractor will be notified of disapproved closures or closures that require coordination with other parties as a condition of approval.

Amendments to the Closure Schedule, including adding additional closures, shall be submitted to the Engineer, in writing, at least 7 working days in advance of a planned closure. Approval of amendments to the Closure Schedule will be at the discretion of the Engineer.

The Contractor shall confirm, in writing, all scheduled closures by no later than 8:00 a.m. 3 working days prior to the date on which the closure is to be made. Approval or denial of scheduled closures will be made no later than 4:00 p.m. 2 working days prior to the date on which the closure is to be made. Closures not confirmed or approved will not be allowed.

Confirmed closures that are cancelled due to unsuitable weather may be rescheduled at the discretion of the Engineer for the following working day.

## **CONTINGENCY PLAN**

The Contractor shall prepare a contingency plan for reopening closures to public traffic. The Contractor shall submit the contingency plan for a given operation to the Engineer within one working day of the Engineer's request.

## **LATE REOPENING OF CLOSURES**

If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. The Contractor shall not make any further closures until the Engineer has accepted a work plan, submitted by the Contractor, that will insure that future closures will be reopened to public traffic at the specified time. The Engineer will have 2 working days to accept or reject the Contractor's proposed work plan. The Contractor will not be entitled to any compensation for the suspension of work resulting from the late reopening of closures.

## **COMPENSATION**

The Contractor shall notify the Engineer of any delay in the Contractor's operations due to the following conditions, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of those conditions, and the Contractor's loss due to that delay could not have been avoided by rescheduling the affected closure or by judicious handling of forces, equipment and plant, the delay will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09:

- A. The Contractor's proposed Closure Schedule is denied and his planned closures are within the time frame allowed for closures in "Maintaining Traffic" of these special provisions, except that the Contractor will not be entitled to any compensation for amendments to the Closure Schedule that are not approved.
- B. The Contractor is denied a confirmed closure.

Should the Engineer direct the Contractor to remove a closure prior to the time designated in the approved Closure Schedule, any delay to the Contractor's schedule due to removal of the closure will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09.

## **10-1.11 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE**

A traffic control system shall consist of closing traffic lanes and ramps in conformance with the details shown on the plans, the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" of these special provisions, and these special provisions.

The provisions in this section will not relieve the Contractor of responsibility for providing additional devices or taking measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

During traffic stripe operations and pavement marker placement operations using bituminous adhesive, traffic shall be controlled, at the option of the Contractor, with either stationary or moving lane closures. During other operations, traffic

shall be controlled with stationary lane closures. Attention is directed to the provisions in Section 84-1.04, "Protection From Damage," and Section 85-1.06, "Placement," of the Standard Specifications.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

### **STATIONARY LANE CLOSURE**

When lane and ramp closures are made for work periods only, at the end of each work period, components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations, designated by the Engineer within the limits of the highway right of way.

Each vehicle used to place, maintain and remove components of a traffic control system on multilane highways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining or removing the components. Vehicles equipped with Type II flashing arrow sign not involved in placing, maintaining or removing the components when operated within a stationary type lane closure shall only display the caution display mode. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the plans shall not be used on the vehicles which are doing the placing, maintaining and removing of components of a traffic control system and shall be in place before a lane closure requiring the sign's use is completed.

### **MOVING LANE CLOSURE**

Flashing arrow signs used in moving lane closures shall be truck-mounted. Changeable message signs used in moving lane closure operations shall conform to the provisions in Section 12-3.12, "Portable Changeable Message Signs," of the Standard Specifications, except the signs shall be truck-mounted and the full operation height of the bottom of the sign may be less than 2.1 m above the ground, but should be as high as practicable.

Truck-mounted attenuators (TMA) for use in moving lane closures shall be any of the following approved models, or equal:

- A. Hexfoam TMA Series 3000, Alpha 1000 TMA Series 1000 and Alpha 2001 TMA Series 2001, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, Telephone (312) 467-6750.
  - 1. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX (916) 387-9734.
  - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274.
- B. Cal T-001 Model 2 or Model 3, manufacturer and distributor: Hexcel Corporation, 11711 Dublin Boulevard, P.O. Box 2312, Dublin, CA 94568, Telephone (510) 828-4200.
- C. Renco Rengard Model Nos. CAM 8-815 and RAM 8-815, manufacturer and distributor: Renco Inc., 1582 Pflugerville Loop Road, P.O. Box 730, Pflugerville, TX 78660-0730, Telephone 1-800-654-8182.

Each TMA shall be individually identified with the manufacturer's name, address, TMA model number, and a specific serial number. The names and numbers shall each be a minimum 13 mm high and located on the left (street) side at the lower front corner. The TMA shall have a message next to the name and model number in 13 mm high letters which states, "The bottom of this TMA shall be \_\_\_\_ mm  $\pm$  \_\_\_\_ mm above the ground at all points for proper impact performance." Any TMA which is damaged or appears to be in poor condition shall not be used unless recertified by the manufacturer. The Engineer shall be the sole judge as to whether used TMAs supplied under this contract need recertification. Each unit shall be certified by the manufacturer to meet the requirements for TMA in conformance with the standards established by the Transportation Laboratory.

Approvals for new TMA designs proposed as equal to the above approved models shall be in conformance with the procedures (including crash testing) established by the Transportation Laboratory. For information regarding submittal of new designs for evaluation contact: Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, California 95819.

New TMAs proposed as equal to approved TMAs or approved TMAs determined by the Engineer to need recertification shall not be used until approved or recertified by the Transportation Laboratory.

### **PAYMENT**

The contract lump sum price paid for traffic control system shall include full compensation for furnishing all labor, materials (including signs), tools, equipment, and incidentals, and for doing all the work involved in placing, removing,

storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. The adjustment will be made on a force account basis as provided in Section 9-1.03, "Force Account Payment," of the Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.03D of the Standard Specifications, will be paid for as a part of the extra work.

#### **10-1.12 TRAFFIC CONTROL SYSTEM FOR RAMP CLOSURES**

At the times and locations specified under "Maintaining Traffic" of these special provisions, ramps shall be closed in conformance with the details shown on the plans, the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, and these special provisions.

The provisions in this section will not relieve the Contractor of the responsibility to provide additional devices or take measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

If components used for closing a ramp are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

When ramp closures are made for work periods only, at the end of each work period, components used for the ramp closure, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations designated by the Engineer within the limits of the highway right of way.

Full compensation for providing the ramp closures shown on the plans (including signs) shall be considered as included in the contract prices paid for the various items of work and no separate payment will be made therefor.

#### **10-1.13 TEMPORARY PAVEMENT DELINEATION**

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as reducing the minimum standards specified in the Manual of Traffic Controls published by the Department or as relieving the Contractor from his responsibility as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

##### **GENERAL**

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic. On multilane roadways (freeways and expressways), edgeline delineation shall be provided at all times for traveled ways open to public traffic.

Work necessary, including required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers and removable traffic tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

##### **TEMPORARY LANELINE AND CENTERLINE DELINEATION**

Whenever lanelines and centerlines are obliterated, the minimum laneline and centerline delineation to be provided shall be temporary raised pavement markers placed at longitudinal intervals of not more than 7.3 m. The temporary raised pavement markers shall be the same color as the laneline or centerline the markers replace. Temporary raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Temporary raised pavement markers shall be placed in conformance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

Temporary laneline or centerline delineation consisting entirely of temporary raised pavement markers placed on longitudinal intervals of not more than 7.3 m shall be used on lanes open to public traffic for a maximum of 14 days. Prior to the end of the 14 days, the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, additional temporary pavement delineation shall be provided at the Contractor's expense. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Full compensation for furnishing, placing, maintaining, and removing the temporary raised pavement markers used for temporary laneline and for providing equivalent patterns of permanent traffic lines for these areas when required shall be considered as included in the contract prices paid for the items of work that obliterated the laneline pavement delineation and no separate payment will be made therefor.

### **TEMPORARY EDGELINE DELINEATION**

Whenever edgelines are obliterated on multilane roadways (freeways and expressways), the edgeline delineation to be provided for that area adjacent to lanes open to public traffic shall consist of, at the option of the Contractor, either solid 100-mm wide traffic stripe of the same color as the stripe the temporary edgeline delineation replaces or shall consist of traffic cones, portable delineators or channelizers placed at longitudinal intervals not to exceed 30 m.

Traffic stripe (100-mm wide) placed for temporary edgeline delineation, which will require removal, shall consist of temporary removable construction grade striping and pavement marking tape listed in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Temporary removable construction grade striping and pavement marking tape when used shall be applied in conformance with the manufacturer's recommendations. Where removal of the 100-mm wide traffic stripe will not be required, painted traffic stripe used for temporary edgeline delineation shall conform to "Paint Traffic Stripes and Pavement Markings" of these special provisions, except for payment and the number of coats shall be, at the option of the Contractor, either one or 2 coats. The quantity of painted traffic stripe used for temporary edgeline delineation will not be included in the quantities of paint traffic stripe to be paid for.

The lateral offset for traffic cones, portable delineators or channelizers used for temporary edgeline delineation shall be determined by the Engineer. If traffic cones or portable delineators are used as temporary pavement delineation for edgelines, the Contractor shall provide personnel to remain at the project site to maintain the cones or delineators during hours of the day that the cones or delineators are in use.

Channelizers used for temporary edgeline delineation shall be the surface mounted type and shall be orange in color. Channelizer bases shall be cemented to the pavement in the same manner provided for cementing pavement markers to pavement in "Pavement Markers" of these special provisions, except epoxy adhesive shall not be used to place channelizers on the top layer of pavement. Channelizers shall be, at the Contractor's option, one of the surface mount types (900 mm) listed in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Temporary edgeline delineation shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

Full compensation for furnishing, placing, maintaining, and removing temporary edgeline delineation shall be considered as included in the contract prices paid for the items of work that obliterated the edgeline pavement delineation and no separate payment will be made therefor.

### **10-1.14 PORTABLE FLASHING BEACON**

Portable flashing beacons conforming to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications shall be furnished, placed and maintained at the locations shown on the plans or where designated by the Engineer.

If flashing beacons are displaced or are not in an upright position from any cause, during the progress of the work, the Contractor shall immediately repair and repaint or replace the flashing beacons in their original locations.

Full compensation for placing, removing and storing flashing beacon units daily as the work progresses shall be considered as included in the contract unit price paid for flashing beacon (portable) and no additional compensation will be allowed therefor.

The quantity of flashing beacon (portable) to be paid for will be measured by the unit as determined from actual count in place at the locations shown on the plans or at other locations designated by the Engineer. Each flashing beacon will be counted once at each location shown on the plans or at other locations determined by the Engineer. Repaired or replacement portable flashing beacons placed at the locations will not be considered as additional units for payment purposes. Portable flashing beacons shown on the plans as part of a traffic control system shall be considered as part of that traffic control system and will be paid for in conformance with the provisions in "Traffic Control System for Lane Closures" of these special provisions.

The contract unit price paid for flashing beacon (portable) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, placing, operating, maintaining, repairing, replacing, and removing portable flashing beacons, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.15 PORTABLE CHANGEABLE MESSAGE SIGN**

Portable changeable message signs shall be furnished, placed, operated, and maintained at those locations shown on the plans or where designated by the Engineer in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to "Maintaining Traffic" of these special provisions regarding the use of the portable changeable message signs.

#### **10-1.16 TEMPORARY CRASH CUSHION MODULE**

This work shall consist of furnishing, installing, and maintaining sand filled temporary crash cushion modules in groupings or arrays at each location shown on the plans, as specified in these special provisions or where designated by the Engineer. The grouping or array of sand filled modules shall form a complete sand filled temporary crash cushion in conformance with the details shown on the plans and these special provisions.

Attention is directed to "Public Safety", "Order of Work" of these special provisions.

#### **GENERAL**

Whenever the work or the Contractor's operations establishes a fixed obstacle, the exposed fixed obstacle shall be protected with a sand filled temporary crash cushion. The sand filled temporary crash cushion shall be in place prior to opening the lanes adjacent to the fixed obstacle to public traffic.

Sand filled temporary crash cushions shall be maintained in place at each location, including times when work is not actively in progress. Sand filled temporary crash cushions may be removed during a work period for access to the work provided that the exposed fixed obstacle is 4.6 m or more from a lane carrying public traffic and the temporary crash cushion is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

#### **MATERIALS**

At the Contractor's option, the modules for use in sand filled temporary crash cushions shall be either Energite III Inertial Modules, Fitch Inertial Modules or Traffix Sand Barrels manufactured after March 31, 1997, or equal:

- A. Energite III Inertial Modules, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, Telephone 1-312-467-6750, FAX 1-800-770-6755.
  - 1. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
  - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.
- B. Fitch Inertial Modules, manufactured by Roadway Safety Service, Inc., 1050 North Rand Road, Wauconda, IL 60084, Telephone 1-800-426-0839, FAX 1-847-487-9820.
  - 1. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
  - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.
- C. Traffix Sand Barrels, manufactured by Traffix Devices, Inc., 220 Calle Pintosco, San Clemente, CA 92672, Telephone 1-949-361-5663, FAX 1-949-361-9205.
  - 1. Russ Enterprises, Inc., 1533 Berger Drive, San Jose, CA 95112, Telephone 1-408-287-4303, FAX 1-408-287-1929.
  - 2. Statewide Safety, P.O. Box 1440, Pismo Beach, CA 93448, Telephone 1-800-559-7080, FAX 1-805-929-5786.

Modules contained in each temporary crash cushion shall be of the same type at each location. The color of the modules shall be the standard yellow color, as furnished by the vendor, with black lids. The modules shall exhibit good workmanship

free from structural flaws and objectionable surface defects. The modules need not be new. Good used undamaged modules conforming to color and quality of the types specified herein may be utilized. If used Fitch modules requiring a seal are furnished, the top edge of the seal shall be securely fastened to the wall of the module by a continuous strip of heavy duty tape.

Modules shall be filled with sand in conformance with the manufacturer's directions, and to the sand capacity in kilograms for each module shown on the plans. Sand for filling the modules shall be clean washed concrete sand of commercial quality. At the time of placing in the modules, the sand shall contain not more than 7 percent water as determined by California Test 226.

Modules damaged due to the Contractor's operations shall be repaired immediately by the Contractor at the Contractor's expense. Modules damaged beyond repair, as determined by the Engineer, due to the Contractor's operations shall be removed and replaced by the Contractor at the Contractor's expense.

## **INSTALLATION**

Temporary crash cushion modules shall be placed on movable pallets or frames conforming to the dimensions shown on the plans. The pallets or frames shall provide a full bearing base beneath the modules. The modules and supporting pallets or frames shall not be moved by sliding or skidding along the pavement or bridge deck.

A Type R or P marker panel shall be attached to the front of the crash cushion as shown on the plans, when the closest point of the crash cushion array is within 3.6 m of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods determined by the Engineer.

At the completion of the project, temporary crash cushion modules, sand filling, pallets or frames, and marker panels shall become the property of the Contractor and shall be removed from the site of the work. Temporary crash cushion modules shall not be installed in the permanent work.

## **MEASUREMENT AND PAYMENT**

Temporary crash cushion modules placed in conformance with the provisions in "Public Safety" of these special provisions will not be measured nor paid for.

### **10-1.17 EXISTING HIGHWAY FACILITIES**

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

#### **REMOVE METAL BEAM GUARD RAILING**

Existing metal beam guard railing, where shown on the plans to be removed, shall be removed and disposed of.

Existing concrete anchors or steel foundation tubes shall be completely removed and disposed of. Full compensation for removing concrete anchors shall be considered as included in the contract price paid per meter for remove metal beam guard railing and no separate payment will be made therefor.

Full compensation for removing cable anchor assemblies, terminal anchor assemblies or steel foundation tubes shall be considered as included in the contract price paid per meter for remove metal beam guard railing and no separate payment will be made therefor.

#### **REMOVE PAVEMENT MARKER**

Existing pavement markers, including underlying adhesive, when no longer required for traffic lane delineation as determined by the Engineer, shall be removed and disposed of.

Full compensation for removing and disposing of pavement markers and underlying adhesive shall be considered as included in the contract price paid per tonne for asphalt concrete and no separate payment will be made therefor.

#### **REMOVE TRAFFIC STRIPE**

Traffic stripes to be removed shall be removed at the locations designated by the Engineer.

#### **COLD PLANE ASPHALT CONCRETE PAVEMENT**

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans.

Planing asphalt concrete pavement shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

Cold planing machines shall be equipped with a cutter head not less than 750 mm in width and shall be operated so that no fumes or smoke will be produced. The cold planing machine shall plane the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

The depth, width, and shape of the cut shall be as shown on the typical cross sections or as designated by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines. Following planing operations, a drop-off of more than 45 mm will not be allowed between adjacent lanes open to public traffic.

Where transverse joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:30 (Vertical: Horizontal) or flatter to the level of the planed area.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing. The removed material shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Operations shall be scheduled so that not more than 7 days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at the conform lines.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be removed and disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. Removal operations of cold planed material shall be concurrent with planing operations and follow within 15 m of the planer, unless otherwise directed by the Engineer.

Cold plane asphalt concrete pavement will be measured by the square meter. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans.

The contract price paid per square meter for cold plane asphalt concrete pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing and disposing of planed material, including furnishing the asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

## **10-1.18 LIME TREATED AGGREGATES**

### **GENERAL**

This work shall consist of furnishing and treating aggregates with lime in conformance with the provisions in these special provisions.

Prior to being incorporated into Type A asphalt concrete, open graded asphalt concrete, aggregate shall be treated with a slurry of lime and water conforming to the provisions in these special provisions.

### **MATERIALS**

Lime shall conform to the provisions in Section 24-1.02, "Materials", of the Standard Specifications and shall be a high-calcium hydrated lime. Water for mixing with aggregate and lime shall be free from oil and other impurities and shall contain not more than 650 parts per million of chlorides as Cl, nor more than 1300 parts per million of sulfates as SO<sub>4</sub>.

Lime shall be added to the aggregate as slurry. The slurry of dry lime and water shall be prepared at a ratio of one part lime to 3 parts water.

Aggregate for Type A asphalt concrete shall conform to the aggregate quality requirements conforming to the provisions in Section 11, "Asphalt Concrete," and Section 10-1.19, "Asphalt Concrete," of these special provisions prior to the aggregate being treated with lime.

Aggregate for open graded asphalt concrete shall conform to the aggregate quality requirements specified in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions prior to the aggregate being treated with lime.

Combined aggregate gradation for Type A asphalt concrete will be made after the aggregate has been treated with lime. Sampling of the combined aggregates shall be in conformance with the sampling requirements of the proportioning process being used for asphalt concrete production in conformance with the provisions in Section 11, "Asphalt Concrete," and Section 10-1.19, "Asphalt Concrete," of these special provisions.

For open graded asphalt concrete, combined aggregate gradation will be made after the aggregate has been treated with lime. Sampling of the combined aggregates shall be in conformance with the sampling requirements of the proportioning process being used for asphalt concrete production in conformance with the provisions in Section 39, "Asphalt Concrete," of

the Standard Specifications and these special provisions and Section 10-1.19, "Asphalt Concrete," of these special provisions.

The lime ratio (kilograms of dry hydrated lime per 100 kilograms of dry aggregate expressed as a percent of the dry aggregate) for the combined aggregates shall be not less than 1.2 percent and not more than 1.5 percent. The lime ratio for the combined aggregates for open graded asphalt concrete may be reduced to between 1.0 and 1.5 percent when approved by the Engineer. The exact proportion shall be determined by the Contractor and approved by the Engineer. The lime ratio of the combined aggregate shall not deviate from the agreed to combined aggregate lime ratio by more than 0.2 percent when the individual sizes of aggregate are combined in the proportions designated in the approved asphalt concrete mix design. The water content of the slurry or the untreated aggregate shall have no bearing on the lime ratio.

Aggregate sizes shall be lime treated and cured separately. Lime shall be added to the separate sizes of aggregate in the following proportions:

	Aggregate Sizes	Lime Ratio *
Coarse	Retained on 4.75-mm sieve	0.5 to 1.0
Fine	Passing the 4.75-mm sieve	1.5 to 2.0 **

Notes: \* Ratio of lime to aggregate shall be a ratio of kilograms of dry hydrated lime per 100 kilograms of dry aggregate expressed as a percent.

\*\* For open graded asphalt concrete the 1.5 percent hydrated lime may be lowered if approved by the Engineer.

The exact proportions of lime and fine or coarse aggregates for Type A asphalt concrete shall be determined by the Contractor and reviewed by the Engineer as part of the proposed mix design submitted in conformance with the provisions in Section 11, "Asphalt Concrete," and Section 10-1.19, "Asphalt Concrete," of these special provisions.

The exact proportions of lime and fine or coarse aggregates for open graded asphalt concrete shall be determined by the Engineer as part of the mix design in conformance with the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

The lime ratio for individual aggregate sizes shall not vary by more than 0.2 percent above or below the agreed lime ratio.

At the time of mixing the slurry with the aggregate, the moisture content of the aggregate shall be of sufficient quantity that assures complete coating of the aggregate with slurry. Aggregate shall have been dried or drained such that no visible separation of water from the aggregate will take place.

Lime treated aggregate shall be free of lime balls and clods.

Once aggregate has been treated with lime, the aggregate shall not be treated with lime again.

## **PROPORTIONING**

Weighing and measuring devices used for the proportioning of ingredients, except continuous weigh belts, shall have been Type Approved by the Division of Measurement Standards, Department of Food and Agriculture, State of California. Weighing and measuring devices used in the proportioning of slurry shall be tested in conformance with California Test 109 and these special provisions.

Scales used to calibrate proportioning devices used in the production of lime slurry or lime treated aggregates shall conform to the provisions in Section 9-1.01, "Measurements" of the Standard Specifications and shall be error tested in conformance with California Test 109 within 24 hours of calibrating the proportioning devices.

### **Proportioning for Lime Slurry Production**

Slurry of dry lime and water shall be proportioned by mass or by volume as specified herein. The proportioning of lime and water shall be of either a continuous or a batch type operation.

### **Proportioning for Lime Slurry by Continuous Mixing**

When a continuous proportioning operation for the production of slurry is used the proportioning device shall determine the exact ratio of water to lime at all production rates. Rate-of-flow indicators and totalizers for like materials shall be accurate within 0.5 percent when compared directly. The following methods shall be used:

- A. Dry lime shall be weighed using a belt scale. Belt scale accuracy shall be such that, when operating between 30 percent and 100 percent of production capacity, the average difference between the indicated mass of material delivered and the actual mass delivered will not exceed 0.5-percent of the actual mass for 3 individual runs. For any of the 3 individual runs, the indicated mass of material delivered shall not vary from the actual mass delivered by more than one percent of the actual mass. Test run duration shall be for at least 0.5-tonne of dry lime. Tests shall be



run using hydrated lime and shall be weighed on a platform scale located at the slurry proportioning plant. The platform scale shall have a maximum capacity not exceeding 2.5 tonnes with a maximum graduation size of 0.5 kg.

- B. Water to be used in the slurry shall be measured with a meter. Meter accuracy shall be such that, when operating between 50 percent and 100 percent of production capacity, the difference between the indicated mass of water delivered and the actual mass delivered shall not exceed one percent of the actual mass for 3 individual runs. Tests shall be weighed on a platform scale located at the slurry proportioning plant. The platform scale shall have a maximum capacity not exceeding 2.5 tonnes with a maximum graduation size of 0.5-kilogram. Test run duration shall be for at least 1150 liters.
- C. Meters and scales used for the continuous proportioning of dry lime and water shall be equipped with rate-of-flow indicators to show the rates of delivery of dry lime and water and resettable totalizers so that the total amounts of dry lime and water introduced into slurry storage tank can be determined. Individual feeds for water and dry lime shall be equipped with no-flow devices which shall stop slurry production when either of the individual ingredients is not being delivered to the slurry storage tank.

### **Proportioning for Lime Slurry by Batch Mixing**

When a batch type proportioning operation for the production of slurry is used the following methods shall be used:

- A. Dry lime shall be proportioned by mass. The weighing of the dry lime shall be performed at the slurry production site. The scale shall be appropriate for the amount of the lime draft used. When the proportioning operation uses a dry lime draft of less than 10 tonnes an automatic batch controller shall be utilized. Automatic batch controllers used shall conform to the provisions in Section 11, "Asphalt Concrete," of these special provisions.
- B. Water to be used in the slurry shall be measured with a meter. Meter accuracy shall be such that, when operating between 50 percent and 100 percent of production capacity, the difference between the indicated mass of water delivered and the actual mass delivered shall not exceed one percent of the actual mass for 3 individual runs. Tests shall be weighed on a platform scale located at the slurry proportioning plant. The platform scale shall have a maximum capacity not exceeding 2.5 tonnes with a maximum graduation size of 0.5-kilogram. Test run duration shall be for at least 1150 liters.
- C. The water meter shall be equipped with a resettable totalizer. When an automatic controller is used to batch the dry lime it shall also control the proportioning of the water. When an automatic controller is used to proportion the water the indicated draft of the water shall be within one percent of its total draft mass.

### **Proportioning for Lime Treated Aggregate Production**

Slurry and aggregate proportioning shall be of the continuous type.

Slurry shall be introduced into the mixer through a meter conforming to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications. The meter shall be the mass flow, coriolis effect type. The system shall be capable of varying the rate of delivery of slurry proportionate with the delivery of aggregate.

The slurry meter shall function with such accuracy that, when operated at rates commensurate with aggregate delivery, the average difference between the indicated mass of material delivered and the actual mass delivered shall not exceed 0.5-percent of the actual mass for 3 runs of at least 3.75 tonnes. For any of 3 individual runs of at least 3.75 tonnes, the indicated mass of material delivered shall not vary from the actual mass delivered by more than one percent of the actual mass. Tests shall be weighed on a platform scale located at the slurry proportioning plant. The platform scale shall have a maximum capacity not exceeding 2.5 tonnes with a maximum graduation size of 0.5-kilogram. Test run duration shall be for at least 1150 liters.

The aggregate shall be weighed using a belt scale. The belt scale shall be of such accuracy that, when the plant is operating between 30 percent and 100 percent of belt capacity, the average difference between the indicated mass of material delivered and the actual mass delivered shall not exceed one percent of the actual mass for 3 individual 3-minute runs. For any of the 3 individual 3-minute runs, the indicated mass of material delivered shall not vary from the actual mass delivered by more than 2 percent of the actual mass.

The actual mass of material delivered for aggregate weighbelt calibrations shall be determined by a vehicle scale conforming to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications. The vehicle scale shall be located at the plant site and shall be error checked within 24 hours of checking the plant's proportioning devices. The meters and belt scales used for proportioning aggregates and slurry shall be equipped to facilitate accuracy checks. These accuracy checks shall be performed before production begins and at other times when determined by the Engineer.

The belt scale for the aggregate and the slurry meter shall be interlocked so that the rates of feed of the aggregates and slurry are adjusted automatically at all production rates and production rate changes to maintain the agreed lime ratio (kilograms of dry hydrated lime per 100 kilograms of dry aggregate expressed as a percent of the dry aggregate). The plant shall not be operated unless this automatic system is operating and in good working condition.

The slurry meter and the aggregate feeder shall be equipped with devices by which the rate of feed can be determined while the plant is in full operation. Meters and belt scales used for proportioning aggregates and slurry shall be equipped with rate-of-flow indicators to show the rates of delivery of slurry and aggregate, and resettable totalizers so that the total amounts of slurry and aggregate introduced into the mixer can be determined. Rate-of-flow indicators and totalizers for like materials shall be accurate to within 0.5-percent when compared directly. The slurry totalizer shall not register when the slurry metering system is not delivering material to the mixer.

A monitoring device shall be located either in the stream of aggregate feed or where the device will monitor movement of the belt by detecting revolutions of the tail pulley on the belt feeder. The device for monitoring no flow or belt movement, as the case may be, shall stop the slurry and aggregate proportioning automatically and immediately when there is no flow.

### **MIXING AND STORAGE**

The lime slurry shall be stored in a central mixing tank provided with agitation for both mixing and keeping the lime in suspension until applied to the aggregate. Agitation shall be continuous while the slurry is in storage and the storage time shall not exceed 24 hours. Agitation shall be such that a build up of consolidated lime on the bottom or sides of the storage tank is prevented. The storage tank for slurry shall be equipped with a float-type device for automatic and immediate cut-off of the proportioning of slurry and aggregate when the level of slurry is lowered sufficiently to expose the pump suction line.

The rate of feed to the continuous mixer used for production of the lime treated aggregate shall not exceed that which shall permit complete mixing of all of the material. Dead areas in the mixer, in which the material does not move or is not sufficiently agitated, shall be corrected by a reduction in the volume of material or by other adjustments. The mixer shall be equipped with paddles of a type and arrangement that provides sufficient mixing action and movement to the mixture. The mixer shall produce a homogeneous mixture of thoroughly and uniformly coated aggregates of unchanging appearance at discharge from the mixer.

After the slurry has been added to the aggregate, the lime treated aggregate shall be placed in stockpiles and cured for not less than 24 hours but not more than 24 days before being incorporated into the asphalt concrete. Lime treated aggregate stored in excess of 24 days shall not be used in the work.

### **PRODUCTION DATA COLLECTION**

The device that controls the proportioning of slurry to aggregate shall produce a log of production data. The log of production data shall consist of a series of snapshots captured at 10-minute intervals throughout the period of daily production. Each snapshot of production data shall be a register of production activity at that time and not a summation of the data over the preceding 10 minutes. The amount of material represented by each snapshot shall be that amount produced for the period of time from 5 minutes before and 5 minutes after the capture time. Collected data shall be held in storage by the plant control device for the duration of the contract. The daily log shall be submitted to the Engineer, in electronic and printed media, at the end of each production shift, or as requested by the Engineer, and shall include the following:

- A. Date of production.
- B. Time of day the data is captured.
- C. Aggregate size being treated.
- D. Rate of flow of the wet aggregate, collected directly from the aggregate weighbelt.
- E. Moisture content of the aggregate about to be treated, expressed as a percent of the dry aggregate.
- F. Rate of flow of the dry aggregate calculated from the wet aggregate flow rate.
- G. Rate of flow of the lime slurry measured by the slurry meter.
- H. Rate of flow of dry lime, calculated from the slurry meter output.
- I. Agreed lime ratio for the individual aggregate size being treated.
- J. Actual lime ratio calculated from the aggregate weighbelt and the slurry meter output, expressed as a percent of the dry aggregate.
- K. Calculated difference between the agreed lime ratio and the actual lime ratio.
- L. Portions of dry lime and water as proportioned at the time of the slurry production.

Electronic media containing recorded production data shall be presented in a tab delimited format on a 90-mm diskette with a capacity of at least 1.4 megabytes. Each snapshot of the continuous production data shall be LFCR (line feed carriage return, one line, separate record) with allowances for sufficient fields to satisfy the amount of data required by these specifications. The reported data shall be in the above order and shall include data titles at least once per report.

### **CONTRACTOR QUALITY CONTROL**

The Contractor shall control the lime treatment operation. Should it become evident that the Contractor does not have control of the process, lime treatment of aggregates for the contract shall cease until such time as the problem is rectified. Evidence that the Contractor is not controlling the production shall include, but not be limited to, the following:

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- A. Data has not been submitted to the Engineer.
- B. Collected data has not been complete, timely, or in the correct format.
- C. The Contractor has not taken corrective actions when necessary.
- D. Corrective actions have not been successful, or timely.
- E. Plant production has not been stopped when proportioning tolerances have been exceeded.
- F. Functionality of any of the devices used for the production of lime treated aggregates has failed during production.

The Contractor shall determine the moisture content of the aggregate at least once during each 2 hours of production and shall adjust the slurry to aggregate proportioning accordingly. Aggregate moisture content determinations shall be representative of the amount of moisture in the aggregate being treated. Moisture content shall be calculated in conformance with California Test 226 or 370 and as a percent of the dry mass of the aggregate. The Engineer will use the same California Test for the verification of moisture content.

The following shall result in corresponding actions by the Contractor:

- A. When 3 consecutive snapshots of recorded production data indicates deviation greater than 0.2 percent above or below the agreed lime ratio, production of lime treated aggregates shall cease.
- B. When a snapshot of recorded production data indicates a deviation of greater than 0.4 percent above or below the agreed lime ratio, production of lime treated aggregates shall cease and the material represented by that snapshot shall not be used for the manufacture of asphalt concrete.
- C. When 20 percent or more of the total daily production indicates deviation of greater than 0.2 percent above or below the agreed lime ratio, production shall cease and the total days production shall not be used for the manufacture of asphalt concrete.

When production is stopped for failure to conform to these special provisions, the Contractor shall implement corrective measures, shall notify the Engineer before proceeding, and shall conduct a successful 15-minute test run.

## **PAYMENT**

Full compensation for lime treating aggregate for use in the manufacture of Type A asphalt concrete or open graded asphalt concrete shall be considered as included in the contract price paid per tonne for asphalt concrete of the type or types involved and no separate payment will be made therefor.

### **10-1.19 ASPHALT CONCRETE**

Asphalt concrete shall be Type A and shall conform to the special provisions and to the provisions of Section 11-1, "Asphalt Concrete," of these special provisions.

Open Graded asphalt concrete shall conform to the provisions in "Open Graded Asphalt Concrete" of these special provisions.

Surfacing of miscellaneous areas with asphalt concrete shall conform to the provisions in "Asphalt Concrete (Miscellaneous Areas)" of these special provisions.

Asphalt binder shall be Grade PBA-6a (modified). The first paragraph and tables following the first paragraph in Section 92-1.02, "Grades," of the Standard Specifications shall not apply. In addition to the requirements of Section 92, "Asphalt" of the Standard Specifications, asphalt binder shall conform to the following requirements:

### PERFORMANCE BASED ASPHALT BINDER GRADES

Specification Designation	Test Method	PBA Grade 6a (modified)
Absolute Viscosity (60°C [140° F.]), Pa•s(x10 <sup>-1</sup> ) (Note 1) Original Binder, Min RTFO Aged Residue (Note 2)	AASHTO T202 T202	2000 5000 Min
Kinematic Viscosity (135°C [275° F.]), m <sup>2</sup> /s(x10 <sup>-6</sup> ) Original Binder, Max. RTFO Aged Residue, Min	AASHTO T201 T201	2000 275
Absolute Viscosity Ratio (60°C [140° F.]), Max RTFO Visc./Orig. Visc.	-----	4.0
Flash Point, Cleveland Open Cup, °C [° F.], (Note 3) Original Binder, Min	AASHTO T48	232[450]
Mass Loss After RTFO Test, % (Note 3)	AASHTO T240	0.60
Solubility in Trichloroethylene, % Original Binder, Min	AASHTO T44	Report
Ductility (25°C [77° F.], 5 cm/min), cm RTFO Aged Residue, Min	AASHTO T51	60
On Residue from Pav @: or Residue from Tilt Oven @ 113° C-[235° F.] for: (hours)	AASHTO PP1 (Note 4)	100°C 36
Stiffness, 300 MPa, Max. @: and M-value, 0.30, Min.	AASHTO TP1	-24°C
On RTFO Residue, 1 to 10 rad/sec: SSD > 0 and Phase Angle (at 1 rad/sec) < 72°	CaliforniaTest 381	35°C

- Notes: .1 The Absolute Viscosity (60°C) will be determined at 1 sec-1 using ASTM Designation: D 4957 with Asphalt Institute Vacuum Capillary Viscometers.
- 2 "RTFO Aged Residue" means the asphaltic residue obtained using the Rolling Thin Film Oven Test ("RTFO Test"), AASHTO Test Method T240 or ASTM Designation: D 2827
- 3 Actual results of the test shall be part of the certified copy of test results and an additional statement verifying an acceptable flash point and mass loss shall be included with the Certificate of Compliance.
- 4 "Tilt Oven Residue" means the asphalt obtained using California Test 374, Method B, "Method for Determining Asphalt Durability Using the California Tilt-Oven Durability Test"

The safe transportation, storage, use and disposal of the asphalt specified shall be the responsibility of the Contractor.

A Certificate of Compliance, as provided in Section 92-1.03, "Test Report," of the Standard Specifications shall accompany each shipment of asphalt to the work. The Certificate of Compliance shall include results of tests completed by the producer in addition to the items enumerated in Section 92-1.03, "Test Report," of the Standard Specifications. The Certificate of Compliance shall certify that the results of AASHTO Test Method T240 (Mass Loss after Rolling Thin Film Oven Test) were no more than 0.6 percent and that the results of AASHTO Test Method T48 (Flash Point, Cleveland Open Cup) were no more than 232°C. The formulation used by the asphalt producer shall be available to the Department upon written request. The Department will execute a non-disclosure agreement if requested by the asphalt producer.

If the results of mass loss after Rolling Thin Film Oven Test (AASHTO Test Method T240) or Flash Point, Cleveland Open Cup (AASHTO Test Method T48) shown on the Certificate of Compliance are not within the limits specified in these special provisions or if the results are not shown on the Certificate of Compliance, the individual shipment of asphalt will be rejected. Rejected asphalt shall not be used on the project. Should asphalt delivered without test results for the individual shipment be unloaded into bulk storage tanks, asphalt from the tanks shall not be used on the project until tests and Certificate of Compliance are furnished for the asphalt in the tanks and the results indicate compliance with the specifications.

If the test result of samples taken from the bulk storage tank, indicate mass loss greater than 0.6 percent, the material containing the paving asphalt represented by the tests shall be removed.

Asphalt to be used as a binder for asphalt concrete will be sampled using the sampling device specified in Section 39-3.01C, "Asphalt Binder Storage," of the Standard Specifications. Two samples per operating day, one in the morning and one in the afternoon and each consisting of 2 one-liter containers, will be taken from the bulk storage tank feeder line.

The aggregate for Type A asphalt concrete shall conform to the grading specified in Section 39-2.02, "Aggregate," in Section 11-1, "Asphalt Concrete," of these special provisions.

In addition to the requirements for aggregate quality and process control in of Section 11-1, "Asphalt Concrete," of these special provisions, Table 39-2, "Aggregate Quality Requirements" shall be modified to add:

Quality	Test	Requirement
Cleanness Value * (Min)	CT 227	57

Note: \* Aggregate sample of individual sized aggregate shall be tested prior to treatment with lime.

and Table 39-4, "Minimum Process Control Requirements" shall be modified to add:

Quality Characteristic	Action Limit	Test	Minimum Sampling and Testing Frequency	Point of Sampling	Reporting Time Allowance
Cleanness Value (Min)	57	227 (reported value shall be the average of 3)	One sample per 2500 tonnes Not less than one sample per 2 days	Hopper discharge or feed belt prior to treatment with lime	24 hours

Tests will be performed on the material retained on the 2.36-mm sieve from each sample of individual sized aggregate and will not be a combined or averaged result. The cleanness value of each of the samples will be separately computed and reported.

Each test specimen will be prepared by hand shaking for 30 seconds a single loading of the entire sample on a 305-mm diameter, 4.75-mm sieve, nested on top of a 305-mm diameter, 2.36-mm sieve.

Where a coarse aggregate sample contains material which will pass the maximum size specified and will be retained on a 9.5-mm sieve, the test specimen mass and volume of wash water specified for 25-mm x 4.75-mm aggregate size will be used.

The aggregate to be used in the asphalt concrete mixture shall be lime treated aggregate. Lime treatment of aggregates shall conform to the requirements of these special provisions.

In addition to the requirements listed in Section 11-1, "Asphalt Concrete," of these special provisions, the proposed asphalt concrete mixture shall conform to the following quality requirements:

#### Asphalt Concrete Mixture Requirement

Design Parameter	Test Method	Requirement
Surface Abrasion	360	Loss not to exceed 0.40 grams/cm <sup>2</sup>

The Contractor may obtain a copy of the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete," evaluation program "ACPay" and California Tests 125 and 375 from the Department's home page at [www.dot.ca.gov/hq/construc/qcqa.html](http://www.dot.ca.gov/hq/construc/qcqa.html).

In addition to the requirements in Section 39-9.01, "Spreading Equipment," in Section 11-1, "Asphalt Concrete," of these special provisions, asphalt concrete paving equipment shall be equipped with automatic screed controls and a sensing device or devices.

When placing asphalt concrete to the lines and grades established by the Engineer, the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. Should the Contractor elect to use a ski device, the minimum length of the ski device shall be 9 m. The ski device shall be a rigid one piece unit and the entire length shall be utilized in activating the sensor.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the centerline shall be controlled by a sensor activated by a ski device not less than 9 m long. The end of the screed farthest from centerline shall be controlled manually.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the centerline shall be controlled by a sensor activated by a ski device not less than 9 m long. The end of the screed farthest from centerline shall be controlled by an automatic transverse slope device set to reproduce the cross slope designated by the Engineer.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Section 39-10.04, "Compacting," in Section 11-1, "Asphalt Concrete," of these special provisions, the paving operations shall be discontinued and the Contractor shall modify the equipment or methods, or furnish substitute equipment.

The Contractor shall take measures to ensure that the finished surface of the asphalt concrete on the Route 10 traffic lanes meets the specified surface tolerances. The finished surface shall be brought within tolerance by (1) abrasive grinding, (2) removal and replacement or (3) placing an overlay of asphalt concrete. Abrasive grinding shall not be permitted on the open graded asphalt concrete. Any corrections that are made to the uppermost layer shall be covered as specified by these

special provisions. The method for both bringing the finished surface into compliance with these special provisions and for covering any corrections will be selected by the Engineer. The corrective work shall be at the Contractor's expense.

If abrasive grinding is used, additional grinding shall be performed as necessary to extend the area ground in each lateral direction. The lateral limits of grinding shall be at a constant offset from, and parallel to the nearest lane line or pavement edge and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within a ground area. Ground areas shall be neat rectangular areas of uniform surface appearance. Abrasive grinding shall conform to the provisions in the first paragraph and the last 3 paragraphs in Section 42-2.02, "Construction," of the Standard Specifications.

The top surface of the uppermost layer of asphalt concrete surfacing (other than open graded asphalt concrete) shall be profiled by the Contractor in the presence of the Engineer, using a California Profilograph or equivalent in conformance with the requirements of California Test 526 and as specified in these special provisions. Prior to beginning profiles, the profilograph shall be calibrated in the presence of the Engineer. Profiles shall be made on the traveled way one meter from and parallel to each edge of the traveled way and at the approximate location of the planned lane lines.

Pavement so profiled shall conform to the following Profile Index requirements:

1. Pavement on tangent alignment and pavement on horizontal curves having a centerline curve radius of 600 m or more shall have a Profile Index of 80 mm per kilometer or less for each 160-m section profiled.
2. Pavement on horizontal curves having a centerline curve radius of 300 m or more but less than 600 m including the pavement within the superelevation transition of such curves, and pavement thicker than 61-mm total thickness placed on existing surfacing, shall have a Profile Index of 160-mm per kilometer or less for each 160-m section profiled.
3. Pavement shall not have individual deviations in excess of 8 mm, as determined by California Test 526. The location of the profiles for determining deviations will be designated by the Engineer.

Checking the following areas of pavement surface with the California Profilograph or equivalent will not be required:

1. Pavement on horizontal curves having a centerline curve radius of less than 300 m and pavement within the superelevation transition of such curves.
2. Pavement with a total thickness of 61 mm or less or pavement with extensive grade correction which does not receive advance leveling operations as specified in Section 39-10.03, "Spreading," in Section 11-1, "Asphalt Concrete," of these special provisions, or where the edge of asphalt concrete conforms to curbs or gutters with a Profile Index greater than 80 mm per kilometer.
3. Pavement for ramps and connectors with steep grades and high rates of superelevation and short sections of city or county streets and roads.
4. Pavement within 15 m of a transverse joint that separates the pavement from an existing pavement not constructed under the contract.
5. Shoulders and miscellaneous areas.

The Contractor shall schedule paving operations such that the final rolling of asphalt concrete pavement is completed and initial runs of the profilograph are completed prior to opening new pavement to public traffic. The scheduling of these operations shall be in consideration of the lane closure requirements specified in "Maintaining Traffic" of these special provisions. In the event that initial profiles are not made prior to opening the pavement to public traffic, the initial profilograph runs shall be made the next day that traffic control is permitted for the area to be profiled.

The top surface of the uppermost layer of asphalt concrete surfacing that does not meet specified surface tolerances shall be brought within tolerance by abrasive grinding. Deviations in excess of 8 mm which cannot be brought into specified surface tolerances by abrasive grinding shall be corrected by either (1) removal and replacement or, (2) placing an overlay of asphalt concrete. Any correction that has been made to the uppermost layer shall be covered by either a slurry seal or open graded asphalt concrete treatment. The treatment shall extend from shoulder to shoulder and for 500 feet longitudinally in both directions beyond the corrected location. The corrective method for each area shall be selected by the Contractor and shall be approved by the Engineer prior to beginning corrective work. Replacement or overlay pavement not meeting specified tolerances shall be corrected by the methods specified above. Corrective work shall be at the Contractor's expense except that flagging costs will be paid for as provided in Section 12-2, "Flagging," of the Standard Specifications.

When abrasive grinding is used to bring the top surface of the uppermost layer of asphalt concrete surfacing within specified surface tolerances, additional abrasive grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to, the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within a ground area.

Abrasive grinding shall conform to the provisions in the first paragraph and the last 4 paragraphs in Section 42-2.02, "Construction," of the Standard Specifications, except that the grinding residue shall be disposed of outside the highway right of way.

After abrasive grinding has been completed to reduce individual deviations in excess of 8 mm, additional grinding or corrections to the surface as specified above shall be performed as necessary to reduce the Profile Index of the pavement to the specified Profile Index value required for the area. The Contractor shall run profilograms of such areas that have received abrasive grinding or corrective work until the final profilograms indicate the Profile Index of the area is within the specified tolerance.

The original of the final profilograms that indicate the pavement surface is within the Profile Index specified shall become the property of the State and shall be delivered to the Engineer prior to acceptance of the contract.

Full compensation for performing profile checks for Profile Index and furnishing final profilograms to the Engineer for performing corrective work to the pavement surface including abrasive grinding, removing and replacing asphalt concrete or placing the asphalt concrete overlay to bring the surface within the tolerance specified shall be considered as included in the contract price paid per tonne for asphalt concrete and no separate payment will be made therefor.

The area to which paint binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction.

No drop-off will be allowed between adjacent lanes open to public traffic.

The Contractor shall schedule paving operations such that each layer of asphalt concrete is placed on contiguous lanes of a traveled way each work shift. At the end of each work shift, the distance between the ends of the layers of asphalt concrete on adjacent lanes shall not be greater than 0.5 m. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms with 10:1 tapers. Three layers of kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume. Bond breakers shall be removed before resuming paving.

Shoulder conform tapers, as shown on the plans, shall be placed concurrently with the paving of the adjacent lane.

Asphalt concrete surfacing shall be placed on existing surfacing, including curve widening, chain control lanes, turnouts, left turn pockets, and public and private road connections shown on the plans, unless otherwise directed by the Engineer.

#### **10-1.20 OPEN GRADED ASPHALT CONCRETE**

Open graded asphalt concrete shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions. Section 11-1, "Quality Control / Quality Assurance," of these special provisions shall not apply to open graded asphalt concrete.

#### **10-1.21 METAL BEAM GUARD RAILING**

Metal beam guard railing shall be constructed in conformance with the provisions in Section 83-1, "Railings," of the Standard Specifications and these special provisions.

Attention is directed to "Order of Work" of these special provisions.

Line posts and blocks shall be wood.

Delete the ninth and eleventh paragraphs in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications.

The grades and species of wood posts and blocks shall be No. 1 timbers (also known as No. 1 structural) Douglas fir or No. 1 timbers Southern yellow pine. Wood posts and blocks shall be graded in conformance with the provisions in Section 57-2, "Structural Timber," of the Standard Specifications, except allowances for shrinkage after mill cutting shall in no case exceed 5 percent of the American Lumber Standards minimum sizes, at the time of installation.

Wood posts and blocks shall be pressure treated after fabrication in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications with creosote, creosote coal tar solution, creosote petroleum solution (50-50), pentachlorophenol in hydrocarbon solvent, copper naphthenate, ammoniacal copper arsenate, or ammoniacal copper zinc arsenate. In addition to the preservatives listed above, Southern yellow pine may also be pressure treated with chromated copper arsenate. When other than one of the creosote processes is used, blocks shall have a minimum retention of 6.4 Kg/m<sup>3</sup>, and need not be incised.

#### **TERMINAL SYSTEM (TYPE SRT)**

Terminal system (Type SRT) shall be furnished and installed as shown on the plans and in conformance with these special provisions.

Terminal system (Type SRT) shall be a SRT-350 Slotted Rail Terminal as manufactured by Syro, Inc., a Trinity Industries Company, and shall include all the items detailed for terminal system (Type SRT) shown on the plans.

Arrangements have been made to insure that any successful bidder can obtain the SRT-350 Slotted Rail Terminal from the manufacturer, Syro, Inc., a Trinity Industries Company, P.O. Box 99, 950 West 400S, Centerville, UT 84014, Telephone

1-800-772-7976. The price quoted by the manufacturer for the SRT-350 Slotted Rail Terminal, FOB Centerville, Utah is \$ 865.00, not including sales tax.

The above price will be firm for orders placed on or before July 31, 2001 provided delivery is accepted within 90 days after the order is placed.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that terminal systems (Type SRT) conform to the contract plans and specifications, conform to the prequalified design and material requirements and were manufactured in conformance with the approved quality control program.

The terminal system (Type SRT) shall be installed in conformance with the manufacturer's installation instructions and these requirements. At the Contractor's option, steel foundation tubes with soil plates attached, shall be either driven, with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes shall be backfilled with selected earth, free of rock, placed in layers approximately 100 mm thick and each layer shall be moistened and thoroughly compacted. Wood terminal posts shall be inserted into the steel foundation tubes by hand. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts shall be coated with a grease which will not melt or run at a temperature of 65°C or less. The edges of the wood terminal posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

The 5 mm x 44 mm x 75 mm plate washer shown on the plans shall not be installed.

Surplus excavated material remaining after the terminal system (Type SRT) has been constructed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

#### **10-1.22 THERMOPLASTIC TRAFFIC STRIPE**

Thermoplastic traffic stripes (traffic lines) shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Thermoplastic material shall conform to the requirements in State Specification 8010-19A.

Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 2.03 mm.

At the option of the Contractor, permanent striping tape as specified in "Prequalified and Tested Signing and Delineation Materials" of these special provisions, may be placed instead of the thermoplastic traffic stripes specified herein, except that 3M, "Stamark" Series A320 Bisymetric Grade, manufactured by the 3M Company, shall not be used. Pavement tape, if used, shall be installed in conformance with the manufacturer's specifications. If pavement tape is placed instead of thermoplastic traffic stripes, the pavement tape will be measured and paid for by the meter as thermoplastic traffic stripe.

#### **10-1.23 THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)**

Sprayable thermoplastic traffic stripes (traffic lines) shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Sprayable thermoplastic material shall conform to the requirements of the Department of Transportation Specification PTH 392B, for Thermoplastic Traffic Striping Material, Sprayable, White and Yellow.

Sprayable thermoplastic material for traffic stripes shall be applied by spray methods in a single uniform layer at the minimum thickness of 0.76-mm.

Sprayable thermoplastic material shall be applied to the pavement at a temperature between 177°C and 205°C, unless a different temperature is recommended by the manufacturer.

Sprayable thermoplastic traffic stripes will be measured by the meter along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. A double traffic stripe, consisting of two, 100 mm wide yellow stripes will be measured as one traffic stripe.

The contract price paid per meter for thermoplastic traffic stripe (sprayable) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying sprayable thermoplastic traffic stripes (regardless of the number, widths, and patterns of individual stripes involved in each traffic stripe) including establishing alignment for stripes, and layout work, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.24 PAINT TRAFFIC STRIPE**

Painted traffic stripes (traffic lines) shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

At the option of the Contractor, permanent striping tape conforming to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions, may be placed instead of the painted traffic stripes specified herein, except that 3M, "Stamark" Series A320 Bisymetric Grade, manufactured by the 3M Company, shall not be used. Pavement tape, if used, shall be installed in conformance with the manufacturer's specifications. If pavement tape is placed



instead of painted traffic stripes, the pavement tape will be measured and paid for by the meter as paint traffic stripe of the number of coats designated in the Engineer's Estimate.

#### **10-1.25 PAVEMENT MARKERS**

Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these special provisions.

Attention is directed to "Traffic Control System For Lane Closure" of these special provisions regarding the use of moving lane closures during placement of pavement markers with bituminous adhesive.

Retroreflective pavement markers shall comply with the specific intensity provisions for reflectance after abrading the lens surface in conformance with the "Steel Wool Abrasion Procedure" specified for pavement markers placed in pavement recesses in Section 85-1.05, "Retroreflective Pavement Markers," of the Standard Specifications.

### **SECTION 10-2. (BLANK)**

## **SECTION 10-3. SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS**

### **10-3.01 DESCRIPTION**

Highway lighting shall conform to the provisions in Section 86, "Signals, Lighting and Electrical Systems," of the Standard Specifications and these special provisions.

### **10-3.02 COST BREAK-DOWN**

Cost break-downs shall conform to the provisions in Section 86-1.03, "Cost Break-Down," of the Standard Specifications and these special provisions.

The Engineer shall be furnished a cost break-down for each contract lump sum item of work described in this Section 10-3.

The cost break-down shall be submitted to the Engineer for approval within 7 days after the contract has been approved. The cost break-down shall be approved, in writing, by the Engineer before any partial payment for the items of electrical work will be made.

### **10-3.03 MAINTAINING EXISTING ELECTRICAL SYSTEMS**

Full compensation for maintaining existing electrical system shall be considered as included in the contract lump sum price paid for highway lighting and no additional compensation will be allowed therefor.

### **10-3.04 CONDUIT**

Conduit to be installed underground shall be Type 3 Schedule 80 unless otherwise specified. The conduit in a foundation and between a foundation and the nearest pull box shall be Type 3 Schedule 80.

Conduit entering pull boxes shall use factory 45 degree bend, Schedule 80.

Conduit sizes shown on the plans and specified in the Standard Specifications and these special provisions are referenced to metallic type conduit. When rigid non-metallic conduit is required or allowed, the nominal equivalent industry size shall be used as shown in the following table:

Size Designation for Metallic Type Conduit	Equivalent Size for Rigid Non-metallic Conduit
21	20
27	25
41	40
53	50
63	65
78	75
103	100

When Type 3 conduit is placed in a trench (not in pavement or under portland cement concrete sidewalk), after the bedding material is placed and the conduit is installed, the trench shall be backfilled with commercial quality concrete, containing not less than 250 kg of portland cement per cubic meter, to not less than 100 mm above the conduit before additional backfill material is placed.

After conductors have been installed, the ends of conduits terminating in pull boxes, service equipment enclosures, and controller cabinets shall be sealed with an approved type of sealing compound.

### **10-3.05 CONDUCTORS AND WIRING**

Splices shall be insulated by "Method B".

The minimum insulation thickness, at any point, for Type USE, RHH or RHW wire shall be 1.0 mm for conductor sizes No. 14 to No. 10, inclusive, and 1.3 mm for No. 8 to No. 2, inclusive. The minimum insulation thickness, at any point, for Type THW and TW wires shall be 0.69 mm for conductor sizes No. 14 to No. 10, inclusive, 1.02 mm for No. 8, and 1.37 mm for No. 6 to No. 2, inclusive.

Grounding conductors shall be bare for lighting circuits.

### **10-3.06 LUMINAIRES**

Ballasts shall be the lag type.

### **10-3.07 PHOTOELECTRIC CONTROLS**

Contactors shall be the mechanical armature type.

### **10-3.08 PAYMENT**

The contract lump sum price paid for highway lighting shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in highway lighting, complete in place, including conduit, pull boxes, wire, lighting circuit and any electrical circuits effected, as shown on the plans and these special provision, and as directed by the Engineer.

## **SECTION 11. MODIFIED STANDARD SPECIFICATION SECTIONS**

### **SECTION 11-1. QUALITY CONTROL / QUALITY ASSURANCE**

Asphalt concrete shall conform to the provisions in this Section 11-1, "Quality Control / Quality Assurance," and the section entitled "Asphalt Concrete" in Section 10-1, "General," of these special provisions. Section 39, "Asphalt Concrete," of the Standard Specifications shall not apply to Type A and Type B asphalt concrete.

## **SECTION 39: ASPHALT CONCRETE**

### **39-1 GENERAL**

#### **39-1.01 DESCRIPTION**

This work shall consist in furnishing and mixing aggregate and asphalt binder at a central mixing plant, transporting, spreading and compacting the mixture, and furnishing and placing pavement reinforcing fabric, in conformance with this Section 11-1, "Quality Control / Quality Assurance," and with "Asphalt Concrete" in Section 10-1, "General," of these special provisions.

The Contractor shall be responsible for controlling the quality of the asphalt concrete product entering the work, including aggregate, asphalt binder, additives, and asphalt concrete mixture; for controlling the quality of the work performed, including mix design, and mixing, transporting, spreading, and compacting the asphalt concrete; for controlling the quality of the finished roadway surface; and for developing, implementing, and maintaining a quality control program. The Contractor shall be responsible for the inspection, sampling, and testing required to control the quality of the asphalt concrete and the work performed.

The inspection, sampling, and testing required to control the quality of the workmanship and the asphalt concrete shall conform to this Section 11-1. Sampling shall be in conformance with the requirements of this Section 11-1 and with California Test 125. Testing shall be performed using California Tests unless otherwise directed by the Engineer or this Section 11-1.

Asphalt concrete is designated as Type A.

Asphalt concrete shall be produced in a batch mixing plant, a continuous pugmill mixing plant, or a drier-drum mixing plant. Proportioning shall be either by hot-feed control or cold-feed control.

### **39-2 MATERIALS**

#### **39-2.01 ASPHALTS**

Asphalt binder to be mixed with aggregate shall be a steam-refined paving asphalt conforming to the provisions in Section 92, "Asphalts," of the Standard Specifications. Asphalt binder shall be Grade PBA-6a(modified).

Liquid asphalt for prime coat shall conform to the provisions in Section 93, "Liquid Asphalts," of the Standard Specifications and shall be the grade designated by the contract item or conform to the provisions in "Asphalt Concrete," in Section 10-1, "General," of these special provisions.

Asphalt emulsion for paint binder (tack coat) shall conform to the provisions in Section 94, "Asphaltic Emulsions," of the Standard Specifications for the rapid-setting or slow-setting type and grade approved by the Engineer.

Paving asphalt to be used as a binder for pavement reinforcing fabric shall be a steam-refined paving asphalt conforming to the provisions in Section 92, "Asphalts," of the Standard Specifications, and shall be Grade AR-4000, unless otherwise ordered by the Engineer or designated in "Asphalt Concrete" in Section 10-1, "General," of these special provisions.

### 39-2.02 AGGREGATE

Aggregate and combined aggregate shall conform to the quality and gradation provisions in this Section 11-1, "Quality Control / Quality Assurance," for the asphalt concrete types and sizes conforming to the provisions in "Asphalt Concrete" in Section 10-1, "General," of these special provisions.

Aggregates shall be clean and free from decomposed or organic materials and other deleterious substances. Coarse aggregate is material retained on the 4.75-mm sieve, fine aggregate is material passing the 4.75-mm sieve, and supplemental fine aggregate is added fine material passing the 600- $\mu$ m sieve, including, but not limited to, cement and stored fines from dust collectors. Fractured faces of the aggregate shall be obtained by crushing.

The target value for the percent passing each designated sieve size for the aggregate blend used in the proposed asphalt concrete mix design shall fall within the "Target Value Limits" of

Table 39-1 - AGGREGATE GRADATION  
Type A Asphalt Concrete  
Percentage Passing

Sieve Sizes	Target Value Limits
25-mm	100
19-mm	87 - 95
12.5-mm	70 - 87
9.5-mm	55 - 70
4.75-mm	35 - 52
2.36-mm	22 - 40
600- $\mu$ m	8 - 24
300- $\mu$ m	5 - 18
75- $\mu$ m	3 - 7

For each asphalt concrete mix that is proposed to be used, the Contractor shall submit a plot of the gradation of the aggregate on a Federal Highway Administration 0.45 power gradation chart. The proposed aggregate gradation shall not vary from the low limit on one sieve size to the high limit on the adjacent sieve size, or vice versa, and shall be free of any "sand hump." "Sand hump" shall be defined as a hump in the grading curve on the 2.36-mm and/or the 600- $\mu$ m sieve lines that is 3-percent or more above a straight line drawn from the origin of a 0.45-power gradation chart to the point at which the gradation line crosses the 4.75-mm sieve line.

During asphalt concrete production, aggregate gradation shall be within the limits specified in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1. Conformance with the grading requirements shall be determined by California Test 202, modified by California Test 105, when there is a difference in specific gravity of 0.2 or more between the coarse and fine portions of the aggregate or between the blends of the different aggregates. The percent passing the 75- $\mu$ m sieve shall be reported to the first decimal place (tenths).

The combined aggregate shall conform to the following quality requirements prior to treatment with lime:

Table 39-2 – AGGREGATE QUALITY REQUIREMENTS  
Prior to treatment with Lime

Quality	Test	Requirement
Percent of Crushed Particles (Min.) Coarse Aggregate Fine Aggregate (Passing 4.75-mm, Retained on 2.36-mm)	CT 205 <sup>1</sup>	100% 90%
Fine Aggregate Angularity (FAA) <sup>2</sup> (Min)	AASHTO T304, Method A	45%
Los Angeles Rattler Loss at 100 Rev. (Max.) Loss at 500 Rev. (Max.)	CT 211	12% 45%
Sand Equivalent (Min.) <sup>3</sup>	CT 217	47
K <sub>c</sub> Factor (Max.)	CT 303	1.7
K <sub>f</sub> Factor (Max.)	CT 303	1.7

- Notes: 1 The last sentence of the third paragraph in Section D, "Test Procedure," of CT 205 is modified to read: "Any particle having two or more fresh mechanically fractured faces shall be considered a crushed particle.
- 2 If the fine fraction is 100% crushed, the use of crushed material shall be monitored during the production process. If the fine fraction is a combination of crushed and natural materials, the FAA shall be monitored during the production process.
- 3 Reported value shall be the average of 3 tests from a single split sample.

### 39-2.03 ASPHALT CONCRETE MIXTURE

The asphalt concrete mixture, composed of the proposed aggregate blend and the proposed asphalt binder content as determined by California Test 367, shall conform to the following requirements:

Table 39-3 - ASPHALT CONCRETE MIXTURE REQUIREMENTS

Design Parameters	Test Method	Requirement
Hveem Stabilometer Value (Min.)	CT 366	37 <sup>1</sup> 35 <sup>2</sup> (Note 3)
Percent Air Voids (Design) (Production Start-Up Evaluation)	CT 367 <sup>4</sup>	4 - 6 Design Value $\pm 1.0$ (Note 5)
Voids in Mineral Aggregate (Min)	Asphalt Institute Mix Design Method for Asphalt Concrete (MS2)	13%
Dust - to - Asphalt Ratio	(Note 6)	0.6 – 1.2
Swell Max. <sup>7</sup>	CT 305	0.76 mm

- Notes: 1 Modify CT366 – Change 140° F (60° C) test temperature to 160° F (70° C).
- 2 Modify CT366 – Increase the 150 tamping blows at 500 psi (3400kPa) to 650 tamping blows.
- 3 Sets of 3 briquettes must be prepared and tested to meet conditions of Notes 1 and 2 separately
- 4 Modify CT367, paragraph C5 to "most nearly 5%" and use CT 308A for determination of bulk specific gravity and ASTM D2041 (Rice method) for maximum theoretical specific gravity.
- 5 Reported value shall be the average of 3 tests from a single split sample
- 6 Asphalt content by dry weight of aggregate
- 7 Measured at Mix Design only

During production and placement, the aggregates and asphalt concrete mixture shall conform to the requirements of Table 39-4, "Minimum Process Control Requirements," and Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1. Changes in cold feed or hot bin proportions to conform to the aggregate grading requirements shall not be considered changes in the mix design.

Whenever asphalt concrete production has been suspended for longer than 30 days, the Contractor, on the first day of resumption of production, shall sample and test the asphalt concrete to demonstrate conformance with the requirements of Table 39-3, "Asphalt Concrete Mixture Requirements," Table 39-4, "Minimum Process Control Requirements," and Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1.

The target value for asphalt content may be changed by as much as  $\pm 0.2$  percent during the production start-up evaluation specified in Section 39-10.02A, "Production Start-Up Evaluation," of this Section 11-1 or after production start-up evaluation and before the first day of regular production with the Engineer's approval. The Contractor shall demonstrate that asphalt concrete that has been produced through the plant using the modified target value for asphalt content is in conformance with this Section 11-1 by submitting test results for samples obtained from the first 500 tonnes of production. Stability and percent air voids shall be determined using 3 briquettes constructed from a single sample taken from 4 locations across the mat in conformance with the requirements of California Test 125.

Changes from one mix design to another shall not be made during the progress of the work, unless approved by the Engineer. Changes in asphalt content, other than those allowed during the start-up evaluation process, or in aggregate grading target values shall be considered to be a change in the asphalt concrete mixture and shall require a new mix design proposal. Changes in the asphalt content or aggregate grading target values approved by the Engineer will not be applied retroactively for acceptance or payment.

#### **39-2.04 PAVEMENT REINFORCING FABRIC**

Pavement reinforcing fabric shall conform to the provisions in Section 88, "Engineering Fabrics," of the Standard Specifications.

### **39-3 ASPHALT CONCRETE MIX DESIGN PROPOSAL AND REVIEW**

#### **39-3.01 CONTRACTOR MIX DESIGN PROPOSAL**

The Contractor shall submit for the Engineer's review a proposed asphalt concrete mix design for each asphalt concrete mixture to be used at least 14 days prior to production of that asphalt concrete mixture. The asphalt concrete mix design shall be prepared by a laboratory (or laboratories) whose proficiency has been reviewed and qualified in conformance with the Department's Quality Assurance Program. Aggregate quality and asphalt concrete mix design test results shall be no more than one year old when production of the asphalt concrete mixture starts. For projects of more than one year's duration, asphalt concrete may be produced using the asphalt concrete mix design that was reviewed and accepted at the start of the project provided the asphalt concrete mixture continues to conform to the provisions of this Section 11-1, "Quality Control / Quality Assurance."

The Contractor shall submit a mix design letter that indicates the target values proposed for gradation, asphalt content, and percent air voids. This submittal shall include test results for aggregate and asphalt mixture quality; plots of the combined gradings showing the production tolerances; plots of unit weight, stability, and percent air voids versus asphalt content for the asphalt contents considered in the design process. In addition, this submittal shall include test results for stability, percent air voids, and swell for 3 briquettes constructed using the submitted aggregate and asphalt blended at the proposed target values for each asphalt concrete mixture to be used.

The Contractor shall submit the following for each asphalt concrete mixture proposed:

##### **A. Aggregate and mineral filler:**

1. Target values for percent passing each sieve size for the aggregate blend;
2. Results of tests for aggregate quality requirements;
3. Source of each aggregate to be used including producer, location, and California Mine Identification number;
4. Percentage of each aggregate stockpile, cold feed or hot bin to be used;
5. Gradation of each aggregate stockpile, cold feed or hot bin to be used; and
6. Samples that are representative of the aggregate to be used. Minimum sample sizes shall be as follows:

60 kg of each coarse aggregate;
40 kg of each fine aggregate; and
5 kg of each supplemental fine aggregate.

**B. Asphalt binder:**

1. Asphalt binder source and target value;
2. Four one-liter samples of the asphalt binder;
3. Results of the asphalt binder quality tests conforming to the provisions in Section 92, "Asphalts," of the Standard Specifications; and
4. Material Safety Data Sheets.

**C. Antistrip additives, when applicable:**

1. A 5-kg sample of the dry additive or a one-liter sample of the liquid antistrip additive, including name of product, manufacturer, manufacturer's designation and proposed rate, location, and method of addition; and
2. Material Safety Data Sheets.

The proposed asphalt concrete mix design submittal will be considered complete only when the mix design letter, test results, plots, and samples have been received by the Engineer.

**39-3.02 ENGINEER REVIEW OF ASPHALT CONCRETE MIX DESIGN**

The Engineer will review the proposed aggregate and asphalt concrete mixture for conformance with this Section 11-1, "Quality Control / Quality Assurance." The proposed asphalt concrete mixture will be reviewed at the proposed target values for aggregate grading and asphalt content. The Engineer will have 14 days to review each submittal of a proposed mix design. Production of asphalt concrete shall not begin until written notification has been received from the Engineer that the aggregates and proposed mix design meet the quality requirements of this Section 11-1.

The Engineer will reject a proposed asphalt concrete mixture that, during review, fails to meet the quality requirements of Table 39-2, "Aggregate Quality Requirements," and Table 39-3, "Asphalt Concrete Mixture Requirements," of this Section 11-1. The Contractor shall resubmit a mix design letter providing new test results, plots, and material samples.

Disagreements in mix design review shall be resolved in conformance with Section 39-6, "Dispute Resolution," of this Section 11-1. The Contractor shall use a mix design on the project only after the Engineer concurs that the aggregate and asphalt concrete represented by the proposed mix design conforms to the provisions of this Section 11-1.

The Engineer will review one proposed asphalt concrete mix design for each asphalt concrete type and aggregate size from each plant proposed for use on this project at the State's expense. Costs for additional reviews due to failure to conform to the quality requirements of this Section 11-1 and for reviewing other proposed asphalt concrete mix designs will be deducted from moneys due or to become due the Contractor. The cost for each review will be \$1,500. Costs for reviewing changes in a mix design that are initiated by the Engineer will be waived. Contractor's retesting due to errors in the Engineer's testing will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications. Costs for reviewing mix designs not used in this project will be deducted from moneys due or to become due the Contractor.

**39-4 CONTRACTOR QUALITY CONTROL**

**39-4.01 GENERAL**

The Contractor shall be responsible for the quality of the asphalt concrete entering into the work and of the work performed. In addition, the Contractor shall be responsible for the quality of asphalt concrete or ingredients procured from subcontractors or vendors. A quality control system shall be established, maintained, and modified, if needed, that will provide assurance that materials and completed work conform to contract requirements.

At least 14 days prior to the start of production of asphalt concrete, the Contractor shall submit a written Quality Control Plan. At the request of the Engineer or the Contractor, the Contractor shall discuss the Quality Control Plan with the Engineer.

**39-4.02 QUALITY CONTROL PLAN**

The Quality Control Plan shall describe the organization and procedures that will be used to administer the quality control system including the procedures used to control the production process, the procedures used to determine when changes to the production process are needed, and the procedures proposed to be used to implement the required changes. The Quality Control Plan shall meet the minimum standards set forth in the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete," available as specified in "Asphalt Concrete" in Section 10-1, "General," of these special provisions.

Asphalt concrete production and placement shall not begin until the Quality Control Plan has been approved by the Engineer. Approval of the Quality Control Plan does not imply a warranty by the Engineer that adherence to the plan will

result in production of asphalt concrete that complies with this Section 11-1. It shall remain the responsibility of the Contractor to demonstrate such compliance.

The Quality Control Plan shall include the name and qualifications of a Quality Control Manager. The Quality Control Manager shall be responsible for the administration of the Quality Control Plan, including compliance with the plan and plan modifications. The Quality Control Manager shall report to a project manager outside of the asphalt concrete production and placement process, shall have the authority to make decisions concerning quality of the work or product, and shall be available to the project within less than 3 hours during paving. Except in cases of emergency and with the approval of the Engineer, the Quality Control Manager cannot be a foreman, member of the production or paving crew, an inspector or tester on this project during pavement production and placement.

The Quality Control Plan shall identify personnel, equipment and documentation required for a complete inspection, sampling and testing program. The Quality Control Plan shall include, but not be limited to, a list of inspectors, samplers and testers, their duties, their certifications if required, and their experience if no certification is required. It shall also list the name and location of laboratories that shall be providing information to the Engineer, the testers who conducted the tests and their certifications and the name of the Laboratory Quality Control Manager responsible for oversight of the testing program. It shall also show examples of the test result forms (if different from those in the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete"), the roadway and plant inspection forms, the Quality Control Manager's daily summary form, and the compliance charts. It shall include the method by which random sampling shall be determined, a list of the testing and sampling equipment to be used and the current calibration dates and calibration charts, and copies of nuclear gauge licenses.

The Quality Control Plan shall include the name and certification of a testing consultant to be an Independent Third Party in dispute resolution. By mutual agreement during dispute resolution, the Independent Third Party may be a District Independent Assurance Sampler and Tester, the testing consultant or both. The proficiency of the testing consultant shall be reviewed and certified in conformance with the requirements of the Department's Quality Assurance Program before the test consultant participates in dispute resolution. Attention is directed to Section 39-6, "Dispute Resolution," of this Section 11-1.

The Quality Control Plan may be modified as work progresses. A supplement shall be submitted whenever there are changes to quality control procedures or personnel. Asphalt concrete production and placement shall not resume or continue until revisions to the Quality Control Plan or quality control personnel have been approved by the Engineer.

### **39-3.03 CONTRACTOR QUALITY CONTROL INSPECTION, SAMPLING, AND TESTING**

The Contractor shall perform process and quality control sampling and testing, provide inspection, and exercise management control to ensure that asphalt concrete production and placement conforms to the provisions of this Section 11-1. Staffing for process and quality control shall meet the minimum requirements outlined in the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete."

Process and quality control, sampling, testing, and inspection shall be provided during the asphalt concrete work. Sampling, testing, and inspection shall be performed at a rate sufficient to ensure that asphalt concrete conforms to the provisions of this Section 11-1.

A roadway inspector shall be provided while asphalt concrete paving operations are in progress. The roadway inspector shall ensure that asphalt concrete placement conforms to industry standards and to the spreading, compacting, and finishing requirements of this Section 11-1, "Quality Control / Quality Assurance." Plant inspection shall be performed as necessary to maintain control of the asphalt concrete production.

Minimum sampling and testing requirements for process and quality control are specified in Table 39-4, "Minimum Process Control Requirements," and Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1. Sampling shall be statistically based and random.

During production start-up evaluation, the Contractor shall sample and test in conformance with the provisions in Section 39-10.02A, "Production Start-Up Evaluation," of this Section 11-1.

A testing laboratory and personnel shall be provided for the performance of process and quality control testing. The Engineer shall have unrestricted access to mix design, sampling, and testing.

The proficiency of testing laboratories and sampling and testing personnel shall be reviewed, qualified, and certified by the Department's Independent Assurance Sampler and Tester before providing services to the project. Inspectors shall meet the standards set forth in the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete."

### **39-4.04 CONTRACTOR PROCESS CONTROL**

Process control sampling and testing shall be performed and control shall be exercised to ensure that asphalt concrete production conforms with this Section 11-1.

Minimum process control sampling and testing shall be performed in compliance with the following:

Table 39-4 - Minimum Process Control Requirements

Quality Characteristic	Action Limit	Test	Minimum Sampling and Testing Frequency	Point of Sampling	Reporting Time Allowance
Sand Equivalent (Min)	47	CT 217	One sample per 2000 tonnes	Hopper discharge or  feed belt prior to treatment with lime	24 hours
		value shall be the average of 3 <sup>1</sup>	Not less than one sample per day		
Percent of Crushed Particles (Min.)		CT 205	Not less than one sample per day		24 hours
Coarse Aggregate	100%				
Fine Aggregate (Passing 4.75-mm, Retained on 2.36-mm)	90%				
Fine Aggregate Angularity <sup>2</sup>	45%	AASHTO T304 Method A	Not less than one sample per day		24 hours
Stability	37 <sup>3</sup>	CT 366 <sup>6</sup>	See Note 9	Mat behind paver	36 hours
	35 <sup>4</sup> (Note 5)	value shall be the average of 3 <sup>1, 7 and 8</sup>	Not less than one sample per 5 days		

- Notes:
1. Samples used for the 3 tests to be averaged shall be from a single split sample
  2. If the fine fraction is 100% crushed, the use of crushed material shall be monitored during the production process. If the fine fraction is a combination of crushed and natural materials, the FAA shall be monitored during the production process.
  3. Modify CT366 – Change 140° F (60° C) test temperature to 160° F (70° C).
  4. Modify CT366 – Increase the 150 tamping blows at 500 psi (3400kPa) to 650 tamping blows.
  5. Sets of 3 briquettes must be prepared and tested to meet conditions of Notes 3 and 4 separately.
  6. Limit reheat for sample preparation to 2 hours  
Do not place sample or briquette in oven for 15-hour cure
  7. Briquettes shall be fabricated from a single, combined sample obtained from at least 4 locations across the mat behind the paver in conformance with the requirements of California Test 125.  
If the range of stabilities for the three briquettes is more than 12 points, the samples shall be discarded and new samples shall be obtained before the end of the following shift of paving and tested per Table 39-3.
  8. During production start-up evaluation, a correlation factor for cured vs. uncured specimens shall be established in conformance with the requirements of Section 39-10.02A, "Production Start Up Evaluation."
  9. Asphalt concrete will be sampled and tested each of the first 5 days of production and may be decreased to one per each 5 days thereafter unless stability falls below the action limit.  
When stability falls below the action limit, sampling will be increased to one sample for each of the first 5 days of production and may be decreased to one per each 5 days thereafter  
The sequence of the first 5 test results shall not be broken by more than 7 days of non-production.

The process control test results shall be plotted on specification compliance charts indicating the action limits for the quality characteristic. When one test result falls below the action limit for an individual measurement, the Contractor shall notify the Engineer, take corrective action, and sample and test within the next 500 tonnes of production. When 2 consecutive test results for an individual characteristic fall below the action limit, the asphalt concrete represented by the 2 tests shall be considered "not in compliance." When 2 consecutive test results for an individual characteristic fall below the action limit, the Contractor shall suspend production, notify the Engineer, and take corrective action. With the approval of the Engineer, up to 1000 tonnes of asphalt concrete may be placed to demonstrate that the asphalt concrete is once again in compliance with the provisions of this Section 11-1. Production shall begin only after the Engineer has received test results confirming compliance. Asphalt concrete not in compliance shall be removed at the Contractor's expense. Asphalt concrete placed to demonstrate compliance which does not meet the provisions of this Section 11-1 shall be removed at the Contractor's expense.

#### 39-4.05 CONTRACTOR QUALITY CONTROL

Quality control, sampling, testing, and inspection shall be provided during asphalt concrete work. Sampling, testing, and inspection shall be performed at a rate sufficient to ensure that the asphalt concrete product conforms to the requirements in



this Section 11-1. Sampling for testing to be reported to the Engineer shall be performed at the minimum frequency specified in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1, "Quality Control / Quality Assurance."

Quality control samples of aggregates and asphalt concrete mixture shall be obtained and split. One split portion of each sample shall be used for quality control testing and the other portion shall be reserved for possible retest during dispute resolution, in conformance with Section 39-6, "Dispute Resolution," of this Section 11-1. Quality control samples shall be stored in a location listed in the Quality Control Plan until disposal has been approved by the Engineer.

The Contractor shall obtain a one-liter sample of the asphalt binder in conformance with Section 39-7.01C, "Asphalt Binder Storage," of this Section 11-1 for each day of asphalt concrete production. The sample containers shall be labeled as shown in the "Manual for Quality Control and Quality Assurance for Asphalt Concrete" and shall be sent by the Contractor to the Transportation Laboratory on a weekly basis, except for modified asphalts that shall be shipped daily. A copy of the transmittal form shall be attached to the daily report of inspection.

When test results for a single quality characteristic deviate beyond the limits specified in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1 the Contractor shall take corrective action and shall bring the asphalt concrete within the specification limits. The corrective action taken shall be documented in the records of inspection in conformance with Section 39-4.06B, "Records of Inspection and Testing," of this Section 11-1. When a single quality characteristic deviates 3 consecutive times beyond the limits specified in Table 39-9, "Minimum Quality Control Test Requirements," of this Section 11-1, the Contractor shall suspend production, shall notify the Engineer, and shall take corrective action. With the approval of the Engineer, up to 1000 tonnes of asphalt concrete may be placed and the requirements of Section 39-10.02A, "Production Start-Up Evaluation," of this Section 11-1 shall be used to demonstrate that the asphalt concrete is once again in compliance with this Section 11-1. Production of asphalt concrete shall start only after the Engineer has received test results confirming compliance. When an individual quality characteristic deviates 3 consecutive times beyond the specification limits and production of asphalt concrete has been suspended, the lot shall be terminated.

If an ignition oven is used for asphalt content in conformance with the requirements of California Test 382, gradations of the remaining aggregates shall be provided for each 5000 tonnes of production. Testing of the aggregates shall be in conformance with the requirements of California Test 202, Appendix F, "Sieve Analysis of Aggregate from Bituminous Mixtures Processed in an Ignition Oven" as specified in "Asphalt Concrete" in Section 10-1, "General," of these special provisions. Test results from these gradings shall be provided prior to completion of the project. Gradings from the aggregates recovered from the ignition oven will not be used in the statistical analysis for quality or for pay. Payment for these gradings will be made as extra work as provided in Section 4-1.03D of the Standard Specifications at the rate of \$150 per test result for the cost of the additional testing.

### **39-4.06 CHARTS AND RECORDS**

The Contractor shall record sampling and testing results for both process control and for quality control on forms as provided in the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete" or on forms approved by the Engineer. Complete testing records shall be maintained and posted in the Contractor's laboratory. Models of forms that are different from those in the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete," locations of postings, and times and means of submissions shall be provided in the Quality Control Plan.

For every 5000 tonnes of asphalt concrete produced, the Contractor shall provide an electronic copy of the process and quality control test results using the Department's statistical evaluation program "ACPay" available as specified in "Asphalt Concrete" in Section 10-1, "General," of these special provisions. For each subplot of 500 tonnes, Contractor shall submit a plot of the gradation of the aggregate on a Federal Highway Administration 0.45 power gradation chart.

Compliance charts and inspection and testing records, except stability test results used for process control, shall be submitted within 24 hours after completion of that shift of asphalt concrete production. If the record is incomplete or in error, a copy of the record will be returned with the deficiencies noted by the Engineer. The Contractor shall correct deficiencies and return the updated record by the start of the following working day. When errors or omissions in the inspection or testing records repeatedly occur, asphalt concrete production and placement shall be suspended and the procedures by which the records are produced shall be corrected before production and placement will be restarted.

#### **39-4.06A Compliance Charts**

The Contractor shall develop and maintain time linear specification compliance charts. The compliance charts shall identify the project, test number, test parameter, applicable upper and lower specification limits, and test results.

Compliance charts shall be kept current and shall be posted at a location designated in the Quality Control Plan. Compliance charts shall be updated each day of asphalt concrete production, and up-to-date copies shall be included in the submittals to the Engineer of each day's test results.

#### **39-4.06B Records of Inspection and Testing**

For each day of asphalt concrete production, the Contractor shall prepare an "Asphalt Concrete Construction Daily Record of Inspection," on forms provided in the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete." A form shall be submitted for inspection at the plant and at the roadway.

For each day of asphalt concrete production, the Contractor shall prepare an "Asphalt Concrete Inspection and Testing Summary" on a form provided in the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete." Plant and roadway inspection forms documenting the day's plant production and roadway placement shall be completed. Deviations from the specifications or the Contractor's regular practice shall be listed and explained. Individual inspection forms shall be signed by the inspector and initialed by the Quality Control Manager and attached to the summary at submittal. Test forms documenting test results shall be completed, signed by the tester, checked and initialed by the Quality Control Manager, and attached to the summary at submittal. Sampling and testing data and calculations that support a test result shall be made available to the Engineer within 48 hours when requested.

The "Asphalt Concrete Inspection and Testing Summary" shall include the following certification signed by the Quality Control Manager:

It is hereby certified that the information contained in this record is accurate, and that information, tests or calculations documented herein comply with the requirements of the contract and the standards set forth in the testing procedures. Exceptions to this certification are documented as a part of this record.

### **39-5 ENGINEER QUALITY ASSURANCE**

#### **39-5.01 GENERAL**

The Engineer will assure conformance to contract specifications by review of the Contractor's mix design proposal, by inspection of the Contractor's procedures, by oversight of the Contractor's quality control inspection and records, by splitting and testing samples with the Contractor during evaluation of the plant production start-up and the nuclear density test strip, and by independent verification sampling and testing of the asphalt concrete and aggregates during asphalt concrete production.

The Contractor may witness assurance sampling and testing. However, the Engineer will not be required to notify the Contractor of anticipated sampling schedules or locations and will not delay sampling or testing if the Contractor is unable to attend. The Contractor shall not use samples taken for assurance testing for testing and submittal as a quality control test result.

The Engineer will provide the Contractor with copies of the assurance test results not more than 2 working days after receipt of the results. Sampling and testing data and calculations that support a test result shall be made available to the Contractor within 48 hours when requested.

The Engineer may test the asphalt, aggregates or asphalt concrete mixture to determine conformance with this Section 11-1, "Quality Control / Quality Assurance," whenever an asphalt concrete mixture or ingredient appears defective or inconsistent or whenever a test result indicates a change in the characteristics of the asphalt concrete mixture or an ingredient. Asphalt, aggregates or asphalt concrete that does not conform with this Section 11-1 will be rejected in conformance with Section 39-11, "Acceptance of Work," of this Section 11-1.

The Contractor, when directed by the Engineer, shall obtain representative samples of the asphalt concrete mixture or ingredients that appear defective or inconsistent. The samples shall be split into 4 portions and delivered to the Engineer. The asphalt concrete or ingredient need not be sampled if the Contractor elects to remove and replace the asphalt concrete, at the Contractor's expense, or if the Contractor uses a method of correcting the situation that has been approved by the Engineer. Test results from these additional samples shall not be used as a basis for a calculated pay factor.

#### **39-5.02 SAMPLING AND TESTING FOR VERIFICATION**

Independent of the Contractor's quality control testing, the Engineer will obtain random samples of the aggregate and asphalt concrete mixture and test for in-place density. Samples may be obtained during asphalt concrete production and placement, and will be split into at least 4 portions. One of the split portions will be tested by the Engineer and used to verify quality control test results, one portion will be provided to the Contractor, and 2 portions will be reserved and stored for testing in conformance with the provisions in Section 39-6, "Dispute Resolution," of this Section 11-1.

The Engineer will test for material quality characteristics specified in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1. Verification tests will be at a frequency of not less than 10 percent of the minimum quality control sampling and testing frequency and will be performed in conformance with the test methods specified in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1. Verification tests will be performed using the same test methods used for quality control testing.

During production start-up evaluation, the Engineer will sample asphalts and aggregates and perform tests on the materials in conformance with Section 39-10.02A, "Production Start-Up Evaluation," of this Section 11-1.

### 39-5.03 VERIFICATION

The Engineer will determine the acceptability of the quality control test results by using the  $t$ -test for sample means to test whether or not the means of the quality control test results and verification test results are within an allowable testing difference. Quality control test results and verification test results for each indexed quality characteristic will be used in the verification process.

The  $t$ -value of the group of test data to be verified is computed as follows:

$$t = \frac{|\bar{X}_c - \bar{X}_v|}{S_p \sqrt{\frac{1}{n_c} + \frac{1}{n_v}}} \quad \text{and} \quad S_p^2 = \frac{S_c^2(n_c - 1) + S_v^2(n_v - 1)}{n_c + n_v - 2}$$

where:

- $n_c$  = Number of Contractor's quality control tests (minimum of 2 required)
- $n_v$  = Number of Verification tests (minimum of 1 required)
- $\bar{X}_c$  = Mean of the Contractor's quality control tests
- $\bar{X}_v$  = Mean of the Verification tests
- $S_p$  = Pooled standard deviation  
(When  $n_v = 1$ ,  $S_p = S_c$ )
- $S_c$  = Standard deviation of the Contractor's quality control tests
- $S_v$  = Standard deviation of the Verification tests (when  $n_v > 1$ )

The comparison of quality control test results and verification test results will be considered at a level of significance,  $\alpha = 0.01$ . Compute  $t$  using the equation above and compare to the critical  $t$ -value,  $t_{crit}$ , from the following table:

Table 39-5 - CRITICAL  $t$ -VALUE FOR VERIFICATION OF QUALITY CONTROL TESTING

degrees of freedom ( $n_c + n_v - 2$ )	$t_{crit}$ (for $\alpha = 0.01$ )	degrees of freedom ( $n_c + n_v - 2$ )	$t_{crit}$ (for $\alpha = 0.01$ )
1	63.657	18	2.878
2	9.925	19	2.861
3	5.841	20	2.845
4	4.604	21	2.831
5	4.032	22	2.819
6	3.707	23	2.807
7	3.499	24	2.797
8	3.355	25	2.787
9	3.250	26	2.779
10	3.169	27	2.771
11	3.106	28	2.763
12	3.055	29	2.756
13	3.012	30	2.750
14	2.977	40	2.704
15	2.947	60	2.660
16	2.921	120	2.617
17	2.898		2.576

Quality control test results are verified if the  $t$ -value computed is less than or equal to  $t_{crit}$  ( $t \leq t_{crit}$ ), and the difference between the means of the quality control test results and verification test results are within an allowable testing difference. Quality control test results are not verified if the  $t$ -value computed is greater than  $t_{crit}$  ( $t > t_{crit}$ ), and the difference between the means exceeds the allowable testing difference. The allowable testing difference shall be as follows:

Table 39-6 - ALLOWABLE TESTING DIFFERENCE

Quality	California Test	Allowable Testing Difference
Sand Equivalent (min.)	217	8
Hveem Stabilometer Value (min.)	366	10
Percent Air Voids	367	1.5
Asphalt Content	379 or 382	0.3%
Gradation	202	
19 or 12.5 mm		2
9.5 mm		4
4.75 mm		3
2.36 mm		2
600 µm		2
75 µm		1.0
Relative Compaction Test Maximum Density	375	0.8 0.03 g/cc

If quality control test results are not verified, the Contractor will be notified of the difference. The Engineer will sample asphalt concrete production at a more frequent interval. Resolution of the problem shall be in conformance with the provisions in Section 39-6, "Dispute Resolution," of this Section 11-1.

## 39-6 DISPUTE RESOLUTION

### 39-6.01 GENERAL

The Contractor and the Engineer shall work together to avoid potential conflicts and to resolve differences that may arise from a disagreement regarding test result comparisons.

Should the results of the testing fail to meet the criteria of the stage at which the disagreement arose, production shall be suspended. Production shall not start or resume nor shall asphalt concrete be accepted until the differences have been resolved and the Engineer is assured that the asphalt concrete conforms to this Section 11-1, "Quality Control / Quality Assurance."

When the Engineer and the Contractor, together or separately, are unable to determine the source of error, an Independent Third Party shall act as witness and referee.

In disagreements, if the Engineer's testing process meets the requirements of this Section 11-1, costs related to the review shall be borne by the Contractor. The Contractor's sampling and testing program shall be modified as necessary. New test results shall be submitted to the Engineer. Test results judged to be in error shall be removed from consideration and the new test results shall be substituted. If split samples are not available and retesting is not possible, that portion of the asphalt concrete produced or placed prior to and during the disagreement will be evaluated based on the results of the Engineer's verification test results.

In disagreements, if the Engineer's testing process fails to meet the requirements of this Section 11-1, costs related to the review shall be borne by the State. The Engineer's sampling and testing program will be modified as necessary. Test results judged to be in error shall be removed from consideration and the new test results shall be substituted. Contractor's retesting due to errors in the Engineer's testing will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications. If, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of delays or errors in the Engineer's testing, the delay will be considered a right of way delay as provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

In disagreements, if both the Contractor's and the Engineer's testing processes have failed to meet the requirements of this Section 11-1 or if the cause cannot be determined, each party will bear the costs related to their own review. When appropriate, the Contractor's and the Engineer's sampling and testing programs shall be modified as necessary, split samples of the Contractor's quality control samples or the Engineer's verification samples shall be retested, and the new quality control test results shall be submitted to the Engineer. Test results judged to be in error shall be removed from consideration and the new test results shall be substituted. If split samples from the Contractor's testing are not available where retesting is required, that portion of the asphalt concrete produced prior to and during the disagreement will be evaluated based on the results of the Engineer's verification test results.

### **39-6.02 DURING THE ASPHALT CONCRETE MIX DESIGN REVIEW**

During the asphalt concrete mix design review, if the Engineer's review does not confirm that one or more of the aggregate or the asphalt concrete mixture qualities does not comply with this Section 11-1, "Quality Control / Quality Assurance," both parties will review their sampling, testing, and test results and shall share their findings. Testers and laboratories shall be made available for witnessing. Calculations and results shall be made available for review. If an error in the Contractor's testing is detected during this review, the Contractor shall, as is appropriate, recalculate or retest. The new test results shall be submitted to the Engineer. If an error in the Engineer's testing is detected, the Engineer will, as is appropriate, recalculate or retest.

If the Contractor's and Engineer's review does not reveal the source of conflict, the Contractor's and the Engineer's sampling and testing processes shall be witnessed by the Independent Third Party. Testing to resolve the dispute in results for the mix design shall be performed using samples that were obtained and split while being witnessed by the Independent Third Party. Review of sample preparation and testing will be performed at both the Contractor's and the Engineer's laboratory on a portion of the split material while being witnessed by the Independent Third Party. The resulting mix design shall be used for production.

### **39-6.03 DURING THE PRODUCTION START-UP EVALUATION**

When the Contractor's and Engineer's test results during production start-up fail to meet the provisions in Section 39-10.02, "Production Start-Up Evaluation and Nuclear Density Test Strips," both parties will review their sampling, testing, and test results, and shall share their findings. Testers and laboratories shall be made available for witnessing. Calculations and results shall be made available for review. If an error in the Contractor's testing is detected during this review, the Contractor shall, as is appropriate, recalculate or retest. The new test results shall be submitted to the Engineer. If an error in the Engineer's testing is detected, the Engineer will, as is appropriate, recalculate or retest.

If the Contractor's and the Engineer's review does not resolve the differences, the Contractor's and the Engineer's testing processes shall be witnessed by the Independent Third Party using the 2 remaining portions of the split samples. If necessary, a 250-tonne to 500-tonne quantity of asphalt concrete shall be placed at a location agreed to by the Engineer to provide asphalt concrete and ingredients for sampling and testing for the Independent Third Party review.

If an error in the Contractor's testing is detected by the Independent Third Party, the Contractor shall take corrective action and, as appropriate, recalculate or retest the split portion of the trial quantity of asphalt concrete in question. The new test results shall be submitted to the Engineer. If an error in the Engineer's testing is detected by the Independent Third Party, the Engineer will take corrective action and, as appropriate, recalculate or retest the split portion of the first trial quantity.

Production shall not start nor shall asphalt concrete be accepted until the differences have been resolved and the test results meet the provisions in Section 39-10.02, "Production Start-Up Evaluation and Nuclear Density Test Strips," of this Section 11-1.

### **39-6.04 DURING PRODUCTION**

When it is determined that the quality control test results could not be verified, both parties will review their sampling, testing, and test results, and shall share their findings. Testers and laboratories will be made available for witnessing. Calculations and results will be made available for review.

If an error in the quality control sampling or testing is detected during the Contractor's or the Engineer's review, the Contractor shall either recalculate or, if appropriate, retest using the reserved split portions of the quality control samples. These new test results shall be submitted to the Engineer. If an error in the verification sampling or testing is detected, the Engineer will recalculate or, if appropriate, retest using a reserved split portion of the verification samples. Using the new test results, the Engineer will repeat the calculation of the *t*-test and will determine if the means of the quality control tests and the verification test results are within the allowable testing difference as specified in Section 39-5.03, "Verification," of this Section 11-1.

When the verification test results do not verify the quality control test results 3 consecutive times, both the Contractor's and the Engineer's testers shall be witnessed by the Independent Third Party while sampling, splitting, and testing samples from the production unit or from the mat. The Contractor may produce and place up to 1000 tonnes of asphalt concrete to provide materials and sampling opportunities. Production and placement of asphalt concrete will be suspended until the Independent Third Party has completed the review of the Contractor's and the Engineer's sampling and testing and resolved the differences.

If an error in the Contractor's testing is detected by the Independent Third Party, the Contractor shall take corrective action and, as appropriate, recalculate or retest the split portion of the quality control samples. The new test results shall be submitted to the Engineer. If an error in the Engineer's testing is detected by the Independent Third Party, the Engineer will take corrective action and, as appropriate, recalculate or retest a split portion of the verification samples. When the error has been detected and corrected, production shall resume and the services of the Independent Third Party will be discontinued.

If a problem is not identified during the Independent Third Party review, the Independent Third Party shall be retained for the duration of the project or until a problem has been identified. Until all asphalt concrete has been produced and placed,

the Contractor shall sample and split quality control samples in the presence of the Independent Third Party. One portion of each sample shall be tested by the Contractor in conformance with the intervals specified in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1, and the other portion shall be delivered to the Engineer by the Independent Third Party. The Engineer will test at least one of every 5 of the split samples for verification purposes. A new lot will be designated for asphalt concrete produced since the Independent Third Party was consulted. The pay factor for this lot will be determined in conformance with Section 39-11.02, "Statistical Evaluation and Determination of Pay Factor," of this Section 11-1 with the exception that both the Contractor's quality control test results and the Engineer's verification test results will be combined and will be the basis for acceptance of that portion of the work. The pay factor for the lot of asphalt concrete which brought about the dispute resolution shall be determined in conformance with Section 39-11.02, "Statistical Evaluation and Determination of Pay Factor," of this Section 11-1 with the exception that both the Contractor's quality control test results and the Engineer's verification test results will be combined and will be the basis for acceptance of that portion of the work.

## **39-7 STORING, PROPORTIONING AND MIXING MATERIALS**

### **39-7.01 STORAGE**

The Contractor shall store the aggregate for asphalt concrete so that separately sized aggregates will not be intermingled and shall store asphalt binder so that different grades of asphalt will not be intermingled. Aggregate that has been intermingled with aggregate of another size shall be removed by the Contractor and replaced with aggregate of specified grading. "Hot-feed control" and "cold-feed control" indicate the location of the measuring devices or controls.

When the Contractor adds supplemental fine aggregate, each supplemental fine aggregate used shall be stored separately and kept thoroughly dry.

The measurement and storage provisions of this Section shall not apply to the dust collected in skimmers and expansion chambers (knock-out boxes) or to the dust collected in centrifugal (cyclone) collectors. Dust from these collectors may be returned to the aggregate without being measured or stored separately, provided the dust is returned uniformly at a point in advance of the sampling device in batch-mixing plants or is returned at or before mixing in continuous mixing plants.

Aggregate and asphalt binder shall be stored in conformance with the following requirements.

#### **39-7.01A Aggregate Cold Storage**

Material shall be fed from storage with a mechanical feeder. Before being fed to the drier, aggregate shall be separated into 3 or more sizes and stored separately.

#### **39-7.01B Aggregate Hot Storage**

Aggregate for asphalt concrete to be mixed in batch mixing plants shall be stored, after being dried, in conformance with the following requirements:

1. Aggregates for asphalt concrete shall be separated into 3 or more sizes.
2. After the aggregate is separated, each size shall be stored in a separate bin, and shall be recombined in conformance with the provisions in Section 39-7.03A, "Proportioning for Batch Mixing," of this Section 11-1 in order to conform to the gradings specified in Section 39-2, "Materials," of this Section 11-1. Storage bins shall be provided with chutes to prevent overflow into adjacent bins.

#### **39-7.01C Asphalt Binder Storage**

Asphalt to be used as a binder for asphalt concrete shall be stored in heated tanks.

A suitable sampling device shall be provided in asphalt feed lines connecting plant storage tanks to the asphalt weighing system or spray bar. The sampling device shall consist of a valve with a nominal diameter between 10 mm and 20 mm, constructed in such a manner that a one-liter sample may be slowly withdrawn during plant operations. The valve shall be maintained in good condition and, if the valve fails to function properly, the valve shall be replaced. The sampling device shall be readily accessible and in an area free of dangerous obstructions and shall be between 600 mm and 750 mm above the platform. A drainage receptacle shall be provided for flushing the device prior to sampling.

The discharge end of the asphalt binder circulating pipe shall be maintained below the surface of the asphalt binder in the storage tank to prevent discharging hot asphalt binder into open air.

A temperature sensing device shall be installed in the asphalt feed line. The device shall measure the temperature of the asphalt and shall be accurate to 5°C increments. An automatic, continuous recording device shall be provided and used to maintain accurate records of the asphalt temperature during production. Where the plant controller has the capability of capturing production data electronically, including ingredient temperatures, and when this data represents the temperature at the time of production and is captured at intervals of not greater than 5 minutes, this process will be considered to be

continuous recording. Captured data shall be retained for the duration of the contract and shall be submitted to the Engineer on request.

### **39-7.02 DRYING**

Aggregate shall be fed directly to a drier-drum mixer or to a drier at a uniform rate.

Aggregate shall be dried such that, at the time of spreading, the moisture content of the completed asphalt concrete mixture shall not exceed 1.0 percent and the minimum and maximum asphalt concrete mixture temperatures are not exceeded. Moisture content will be determined in conformity with the requirements of California Test 370.

The drier or drier-drum mixer shall be provided with a device that senses the temperature of the material leaving the drier or the drier-drum mixer. The temperature-sensing device shall be accurate to the nearest 5°C. The indicator shall be located and maintained at the point where the proportioning operations are controlled. An automatic continuous recording device shall be provided and used to maintain accurate records of the temperatures during production. Where the plant controller has the capability of capturing production data electronically, including ingredient temperatures, and when this data represents the temperature at the time of production and is captured at intervals of not greater than 5 minutes, this process will be considered to be continuous recording. Captured data shall be retained for the duration of the contract and shall be submitted to the Engineer on request.

The burner used for heating the aggregate shall achieve complete combustion of the fuel.

### **39-7.03 PROPORTIONING**

The Contractor's mixing equipment shall be equipped with a suitable, safe sampling device that will provide a sample, representative of actual production, of the aggregate being incorporated into the asphalt concrete. The delivery point of samples shall be safe and convenient. When samples are taken from a location above ground level, a means shall be provided for lowering the aggregate samples to the ground.

#### **39-7.03A Proportioning for Batch Mixing**

When the Contractor elects to use batch mixing equipment, each aggregate hot storage bin shall be equipped with a sampling device that will provide a sample of the aggregate discharged into the weigh hopper.

Fine material collected in dust control systems, other than centrifugal collectors or knock-out boxes, shall be considered to be supplemental fine aggregate. When supplemental fine aggregate is used, it shall be proportioned by mass.

A sampling device for supplemental fine aggregate shall be installed in each feed line or surge tank preceding the weigh hopper.

#### **39-7.03A(1) Batching Tolerances**

Aggregate and asphalt shall be proportioned by mass as follows:

- a. The zero tolerance for aggregate scales shall be 0.5-percent of the total batch mass of the aggregate. The zero tolerance for separate scales for weighing supplemental fine aggregate or asphalt binder shall be 0.05-percent of the total batch mass of the aggregate.
- b. Unless otherwise approved by the Engineer, the indicated mass of material drawn from storage shall not vary from the preselected scale setting as defined by target values of the approved mix design by more than the following percentages of the total batch mass of the aggregate:
  1. Aggregate shall be within one percent, except that when supplemental fine aggregate is used and is weighed cumulatively with the aggregate, the draft of aggregate drawn immediately before the supplemental fine aggregate shall be within 0.5-percent.
  2. Supplemental fine aggregate shall be within 0.5-percent.
  3. Asphalt binder shall be within 0.1-percent.

The asphalt binder shall be measured by a tank scale.

#### **39-7.03A(2) Automatic Controls**

Batch proportioning shall be by an automatic plant controller. The proportioning devices shall be automatic to the extent that the only manual operation required for proportioning materials for one batch shall be a single operation of a switch or starter.

Proportioning devices shall be of a type in which materials discharged from the several bins are controlled by gates or by mechanical conveyors. The batching devices shall be so interlocked that no new batch may be started until weigh hoppers are empty, the scales are at zero, and the discharge gates are closed. The means of withdrawal from the bins and of discharge from the weigh box shall be interlocked so that not more than one bin can discharge onto a given scale at one time, and so

that the weigh box cannot be tripped until the required quantity from each of the bins has been deposited therein. In addition, automatic proportioning devices shall be interlocked so that the weighing cycle will be interrupted whenever the amount of material drawn from storage varies from the pre-selected amount by more than the tolerances specified in this Section 11-1. Whenever the weighing cycle is interrupted, that specific batch shall not be used in the work unless it can be manually adjusted to meet the specified tolerances based on the total mass of the batch. When partial batches are batched, the interlock tolerances, except the zero tolerance, shall apply to the total mass of aggregate in the partial batch.

Proportioning devices shall be operated so that all mass increments required for a batch are preset at the same time. Controls shall be designed so that these settings may be changed without delay and the order of discharge from the several bins can be changed.

Proportioning controls shall be equipped with the means for inspection of the interlock tolerance settings. Instructions for performing the inspection shall be available at the point of operation.

The necessary means shall be provided to check the mass of various proportioned amounts on a separate vehicle scale located at the plant site.

### **39-7.03B Proportioning for Continuous Mixing**

Asphalt binder shall be introduced into the mixer through a meter conforming to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications. The asphalt meter shall automatically compensate for changes in the asphalt temperature, unless the meter is the mass flow, coriolis effect, type. The system shall be capable of varying the rate of delivery of binder proportionate with the delivery of aggregate. During a day's run, the temperature of asphalt binder shall not vary more than 30°C. The meter and lines shall be heated and insulated. The binder storage shall be equipped with a device for automatic plant cut-off when the level of binder is lowered sufficiently to expose the pump suction line.

When supplemental fine aggregate is used, it shall be proportioned by a method that uniformly feeds the material within 2 percent of the required amount. Supplemental fine aggregate shall be discharged from the proportioning device directly into the mixer.

The supplemental fine aggregate proportioning system shall function with a degree of accuracy such that, when operated between 30 percent and 100 percent of maximum operating capacity, the average difference between the indicated mass of material delivered and the actual mass delivered shall not exceed one percent of the actual mass for three individual 15-minute runs. For the 3 individual 15-minute runs, the indicated mass of material delivered shall not vary from the actual mass delivered by more than 2 percent of the actual mass.

The fine material collected in dust control systems may be returned to the aggregate production stream without proportioning if returned at a rate commensurate with overall plant production, and if returned at or before the mixer. A return rate of less than 100 percent of the collection rate shall be metered as specified above for supplemental fine aggregate.

The asphalt feeder, each of the aggregate feeders, the supplemental fine aggregate feeder, if used, and the combined aggregate feeder shall be equipped with devices by which the rate of feed can be determined while the plant is in full operation.

The combined aggregate shall be weighed using a belt scale. The belt scale shall be of such accuracy that, when the plant is operating between 30 percent and 100 percent of belt capacity, the average difference between the indicated mass of material delivered and the actual mass delivered shall not exceed one percent of the actual mass for three individual 3-minute runs. For the 3 individual 3-minute runs, the indicated mass of material delivered shall not vary from the actual mass delivered by more than 2 percent of the actual mass.

The actual mass of material delivered for proportioning device calibrations shall be determined by a vehicle scale located at the plant site conforming to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications. The vehicle scale shall be error checked within 24 hours of checking the plant's proportioning devices. The plant shall be equipped so that this accuracy check can be made prior to the first production operation for a project and at other times when requested by the Engineer.

The belt scale for the combined aggregate, the proportioning devices for supplemental fine aggregate, if used, and the asphalt proportioning meter shall be interlocked so that the rates of feed of the aggregates and asphalt will be adjusted automatically (at all production rates and production rate changes) to maintain the asphalt ratio (kilograms of asphalt per 100 kg of dry aggregate including supplemental fine aggregate, if used) designated in the mix design in conformance with the provisions in Section 39-2.03, "Asphalt Concrete Mixture," of this Section 11-1. The plant shall not be operated unless this automatic system is functioning and in good working condition.

Asphalt meters and aggregate belt scales used for proportioning aggregates and asphalt shall be equipped with rate-of-flow indicators to show the rates of delivery of asphalt and aggregate. Meters and scales shall be equipped with resettable totalizers so that the total amounts of asphalt and aggregate introduced into the asphalt concrete mixture can be determined. Rate-of-flow indicators and totalizers for like materials shall be accurate within one percent when compared directly. The asphalt cement totalizer shall not register when the asphalt metering system is not delivering material to the mixer.

The bin or bins containing the fine aggregate and supplemental fine aggregate, if used, shall be equipped with vibrating units or other equipment that will prevent hang-up of material while the plant is operating. Each belt feeder shall be equipped



with a device to monitor the depth of aggregate between the troughing rollers. The device for monitoring depth of aggregate shall automatically shut down the plant whenever the depth of aggregate is less than 70 percent of the target depth. To avoid erroneous shut down by normal fluctuations, a delay between sensing less than 70 percent flow and shutdown of the plant will be permitted, as determined by the Engineer, at the time of the initial California Test 109. A second device shall be located either in the stream of aggregate beyond the belt or where it will monitor movement of the belt by detecting revolutions of the tail pulley on the belt feeder. The device for monitoring no-flow or belt movement, as the case may be, shall stop the plant automatically and immediately when there is no flow. The plant shall not be operated unless both low-flow and no-flow monitoring devices are in good working condition and functioning properly.

For continuous pugmill mixing plants, an aggregate sampling device that will provide a 25-kg to 40-kg sample of the combined aggregate while the plant is in full operation shall be provided in advance of the point where the aggregate enters the mixer.

For drier-drum mixing plants, an aggregate sampling device that will provide a 25-kg to 40-kg sample of the combined aggregate while the plant is in full operation shall be provided in advance of the point where the aggregate enters the drier-drum mixer.

When supplemental fine aggregate is used, a sampling device shall be installed in each feed line or surge tank preceding the proportioning device for the supplemental fine aggregate.

### **39-7.05 MIXING**

Aggregate, supplemental fine aggregate, and asphalt binder shall be mixed in a batch mixer, continuous mixing pugmill mixer, or continuous mixing drier-drum. The charge in a batch mixer, or the rate of feed to a continuous mixer, shall not exceed that which will permit complete mixing of the material. Dead areas in the mixer, in which the material does not move or is not sufficiently agitated, shall be corrected by a reduction in the volume of material or by other adjustments.

Asphalt binder shall be at a temperature of not less than 120°C nor more than 190°C when added to the aggregate.

The temperature of the aggregate before adding the binder shall not be more than 165°C.

#### **39-7.05A Batch Mixing**

When asphalt concrete is produced by batch mixing, the mixer shall be equipped with a sufficient number of paddles of a type and arrangement so as to produce a properly mixed batch.

The binder shall be introduced uniformly into the mixer along the center of the mixer parallel to the mixer shafts, or by pressure spraying. When a pan is used, it shall be equipped with movable vanes in order that the flow of binder may be directed across the width of the pan, as desired. The vanes shall be equipped with a means for quick adjustment, and a positive lock to prevent shifting.

The mixer platform shall be of ample size to provide safe and convenient access to the mixer and other equipment. The mixer housing and weighbox housing shall be equipped with gates of ample size to permit ready sampling of the discharge of aggregate from each of the plant bins and from each feed line or surge tank of supplemental fine aggregate, if used. The Contractor shall provide a sampling device capable of delivering a representative sample of sufficient size to permit the required tests.

The mixer shall be equipped with a timing device that will indicate by a definite audible or visual signal the expiration of the mixing period. The device shall measure the time of mixing within 2 seconds.

The time of mixing a batch shall begin on the charging stroke of the weighhopper dumping mechanism and shall end when discharge is started. Mixing shall continue until a homogeneous asphalt concrete mixture of uniformly distributed and properly coated aggregates of unchanging appearance is produced. The time of mixing shall be not less than 30 seconds.

An interval timer shall control the time of mixing. The interval timer shall be interlocked so that the mixer cannot be discharged until the materials have been mixed for the full amount of time specified.

#### **39-7.05B Continuous Mixing**

Continuous mixing plants shall utilize pugmill or drier-drum mixers.

When asphalt concrete is produced by pugmill mixing, the mixer shall be equipped with paddles of a type and arrangement to provide sufficient mixing action and movement to the asphalt concrete mixture to produce properly mixed asphalt concrete. The combined aggregate shall be fed directly from the drier to the mixer at a uniform and controlled rate.

Mixing shall continue until a homogeneous asphalt concrete mixture of thoroughly and uniformly coated aggregates of unchanging appearance is produced at the discharge point from the mixer.

The temperature of the completed asphalt concrete mixture shall not exceed 165°C upon discharge from the mixer.

The mixer shall discharge into a storage silo with a capacity of not less than that specified in Section 39-7.06, "Asphalt Concrete Storage," of this Section 11-1. The Contractor shall provide a means of diverting the flow of asphalt concrete away from the silo to prevent incompletely mixed portions of the asphalt concrete mixture from entering the silo.

### **39-7.06 ASPHALT CONCRETE STORAGE**

When asphalt concrete is stored, it shall be stored only in silos. Asphalt concrete shall not be stockpiled. The minimum quantity of asphalt concrete in a silo during mixing shall be 18 tonnes except for the period immediately following a shut-down of the plant of 2 hours or more. A means shall be provided to indicate that storage in each silo is being maintained as required.

Storage silos shall be equipped with a surge-batcher sized to hold a minimum of 1800 kg of material. A surge-batcher consists of equipment placed at the top of the storage silo that catches the continuous delivery of the completed asphalt concrete mix and changes it to individual batch delivery to prevent the segregation of product ingredients as the completed asphalt concrete mix is placed into storage. The surge-batcher shall be center loading and shall be constructed to prevent material buildup. Rotary chutes shall not be used as surge-batchers.

The surge-batcher shall be independent and distinct from conveyors or chutes used to collect or direct the completed asphalt concrete mixture being discharged into storage silos and shall be the last device to handle the material before it enters the silo. Multiple storage silos shall be served by an individual surge-batcher for each silo. Material handling shall be free of oblique movement between the highest elevation (conveyor outfall) and subsequent placement in the silo. Discharge gates on surge-batchers shall be automatic in operation and shall discharge only after a minimum of 1800 kg of material has been collected and shall close before the last collected material leaves the device. Discharge gate design shall prevent the deflection of material during the opening and closing operation.

Asphalt concrete stored in excess of 18 hours shall not be used in the work. Asphalt concrete mixture containing hardened lumps shall not be used. A storage facility that contained the material with the hardened lumps shall not be used for further storage until the cause of the lumps is corrected.

### **39-7.07 ASPHALT CONCRETE PLANTS**

Plants, including commercial plants, that produce asphalt concrete subject to these specifications shall conform to the provisions in Section 7-1.01F, "Air Pollution Control," of the Standard Specifications, and shall be equipped with a wet-tube dust washer or equal and other devices that will reduce the dust emission to the degree that adjacent property is not damaged. The washer and other equipment shall function efficiently when the plant is in operation.

During production, petroleum products such as diesel fuel and kerosene shall not be used as a release agent on belts, conveyors, hoppers, or hauling equipment.

Plants shall be equipped with an inspection dock constructed so that a quality control technician or inspector standing on the dock can inspect the completed asphalt concrete mixture and take samples, as necessary, from the hauling vehicle before the vehicle leaves the plant site. This inspection dock shall allow the hauling vehicle to pull alongside and shall meet applicable safety requirements of the California Division of Occupational Safety and Health. Haul vehicle drivers shall be instructed to stop at the dock whenever a quality control technician or inspector is on the dock and to remain there until directed to leave by that individual.

## **39-8 SUBGRADE, PRIME COAT, PAINT BINDER (TACK COAT), AND PAVEMENT REINFORCING FABRIC**

### **39-8.01 SUBGRADE**

Immediately prior to applying prime coat or paint binder (tack coat), or immediately prior to placing the asphalt concrete when a prime coat or paint binder (tack coat) is not required, the subgrade to receive asphalt concrete shall conform to the compaction requirement and elevation tolerances specified for the material involved and shall be free of loose or extraneous material. If the asphalt concrete is to be placed on an existing base or pavement that was not constructed as part of the contract, the surface shall be cleaned by sweeping, flushing or other means to remove loose particles of paving, dirt, and other extraneous material immediately before applying the prime coat or paint binder (tack coat).

### **39-8.02 PRIME COAT AND PAINT BINDER (TACK COAT)**

A prime coat of liquid asphalt shall be applied to the areas to be surfaced when there is a contract item for the work or when the work is required in "Asphalt Concrete" in Section 10-1, "General," of these special provisions.

Prime coat shall be applied only to those areas designated by the Engineer.

Prime coat shall be applied at the approximate total rate of 1.15 L per square meter of surface covered. The exact rate and number of applications will be determined by the Engineer.

Prime coat shall be applied at a temperature conforming to the range of temperatures specified in Section 93-1.03, "Mixing and Applying," of the Standard Specifications for distributor application of the grade of liquid asphalt being used.

A paint binder (tack coat) of asphaltic emulsion shall be furnished and applied in conformance with the provisions in Section 94, "Asphaltic Emulsions," of the Standard Specifications and shall be applied to vertical surfaces of existing pavement, curbs, gutters, and construction joints in the surfacing against which additional material is to be placed, to a

pavement to be surfaced, and to other surfaces designated in "Asphalt Concrete" in Section 10-1, "General," of these special provisions.

Paint binder (tack coat) shall be applied in one application at a rate of from 0.10-L to 0.45-L per square meter of surface covered. The exact rate of application will be determined by the Engineer.

At the Contractor's option, paving asphalt may be used for paint binder (tack coat) instead of asphaltic emulsion. If paving asphalt is used, the grade to be used and the rate of application will be determined by the Engineer. The paving asphalt shall be applied at a temperature of not less than 140°C or more than 175°C.

Prime coat or paint binder (tack coat) shall be applied in advance of placing the surfacing only as far as shall be approved by the Engineer. When asphaltic emulsion is used as a paint binder (tack coat), the asphalt concrete shall not be placed until the asphaltic emulsion has cured.

Immediately in advance of placing asphalt concrete, additional prime coat or paint binder (tack coat) shall be applied as directed by the Engineer to areas where the prime coat or paint binder (tack coat) has been damaged. Loose or extraneous material shall be removed and no additional compensation will be allowed therefor.

### **39-8.03 PAVEMENT REINFORCING FABRIC**

Pavement reinforcing fabric shall be placed on existing pavement to be surfaced or between layers of asphalt concrete when such work is shown on the plans, or specified in "Asphalt Concrete" in Section 10-1, of these special provisions, or ordered by the Engineer.

Before placing the pavement reinforcing fabric, a binder of paving asphalt shall be applied to the surface to receive the pavement reinforcing fabric at an approximate rate of 1.15 L per square meter of surface covered. The exact rate will be determined by the Engineer. The binder shall be applied to a width equal to the width of the fabric mat plus 75 mm on each side.

Before applying binder, large cracks, spalls, and depressions in existing pavement shall be repaired as directed by the Engineer and, if not included in the item, the repair work will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

The fabric shall be aligned and placed with no wrinkles that lap. The test for lapping shall be made by gathering together the fabric in a wrinkle. If the height of the doubled portion of extra fabric is 15 mm or more, the fabric shall be cut to remove the wrinkle, then lapped in the direction of paving. Lap in excess of 50 mm shall be removed. Pavement reinforcing fabric shall not be placed in areas of conform tapers where the thickness of the overlying asphalt concrete is 30 mm or less.

If manual laydown methods are used, the fabric shall be unrolled, aligned, and placed in increments of approximately 9 m.

Adjacent borders of the fabric shall be lapped 50 mm to 100 mm. The preceding roll shall be lapped 50 mm to 100 mm over the following roll in the direction of paving at ends of rolls or at a break. At fabric overlays, both the binder and the fabric shall overlap previously placed fabric by the same amount.

Seating of the fabric with rolling equipment after placing will be permitted. Turning of the paving machine and other vehicles shall be gradual and kept to a minimum to avoid damage to the fabric.

A small quantity of asphalt concrete, to be determined by the Engineer, may be spread over the fabric immediately in advance of placing asphalt concrete surfacing in order to prevent fabric from being damaged by construction equipment.

Public traffic shall not be allowed on the bare reinforcing fabric, except that public cross traffic may be allowed to cross the fabric under traffic control after the Contractor has placed a small quantity of asphalt concrete over the fabric.

Care shall be taken to avoid tracking binder material onto the pavement reinforcing fabric or distorting the fabric during seating of the fabric with rolling equipment. If necessary to protect the pavement reinforcing fabric, exposed binder material may be covered lightly with sand.

## **39-9 SPREADING AND COMPACTING EQUIPMENT**

### **39-9.01 SPREADING EQUIPMENT**

Asphalt pavers shall be self-propelled mechanical spreading and finishing equipment provided with a screed or strike-off assembly capable of distributing the material to not less than the full width of a traffic lane unless otherwise approved by the Engineer. Screed action shall include cutting, crowding or other practical action that is effective on the asphalt concrete mixture without tearing, shoving or gouging and that produces a surface texture of uniform appearance. The screed shall be adjustable to the required section and thickness. The screed shall be provided with a suitable full width compacting device. Pavers that leave ridges, indentations or other marks in the surface shall not be used unless the ridges, indentations or marks are eliminated by rolling or prevented by adjustment in the operation.

When end dump haul vehicles are used, the asphalt paver shall operate independently of the vehicle being unloaded or shall be capable of propelling the vehicle being unloaded. The load of the haul vehicle shall be limited to that which will insure satisfactory spreading. While being unloaded, the haul vehicle shall be in contact with the machine and the brakes on the haul vehicle shall not be depended upon to maintain contact between the vehicle and the machine.

No portion of the mass of hauling or loading equipment, other than the connection, shall be supported by the asphalt paver. No vibrations or other motions of the loader that could have a detrimental effect on the riding quality of the completed pavement shall be transmitted to the paver.

When asphalt concrete is placed directly upon asphalt treated permeable base, the asphalt concrete shall be placed in a manner and with equipment that will not disturb or displace the asphalt treated permeable base.

### 39-9.02 COMPACTING EQUIPMENT

A sufficient number of rollers shall be provided to obtain the specified compaction and surface finish required by this Section 11-1. Rollers shall be sized to achieve the required results.

Rollers shall be equipped with pads and water systems that prevent sticking of the asphalt concrete mixtures to the pneumatic or steel-tired wheels. A parting agent that will not damage the asphalt concrete mixture may be used to aid in preventing the asphalt concrete mixture from sticking to the wheels.

## 39-10 SPREADING AND COMPACTING

### 39-10.01 GENERAL REQUIREMENTS

Asphalt concrete shall be handled, spread, and compacted in a manner which is in conformance with this Section 11-1, "Quality Control / Quality Assurance."

Asphalt concrete shall be placed in such a manner that cracking, shoving, and displacement will be avoided.

Type A and Type B asphalt concrete shall be placed only when the ambient temperature is above 10°C.

Asphalt concrete shall not be placed when the underlying layer or surface is frozen or not dry or when weather conditions will prevent proper handling, finishing or compaction of the mixture.

Asphalt concrete shall be spread and compacted in the layers and thicknesses indicated in the following table:

Total Thickness Shown on the Plans *	Number of Layers	Top Layer Thickness (Millimeters)		All Other Lower Layers Thickness (Millimeters)	
		Min.	Max.	Min.	Max.
100 mm or less	One	—	—	—	—
105 through 115 mm	2	55	—	50	—
120 mm or more **	2 or more	75	100	45	—

Notes:

\* When pavement reinforcing fabric is shown to be placed between layers of asphalt concrete, the thickness of asphalt concrete above the pavement reinforcing fabric shall be considered to be the "Total Thickness Shown on the Plans" for the purpose of spreading and compacting the asphalt concrete above the pavement reinforcing fabric.

\*\* At least 3 layers if total thickness is more than 175 mm and less than 270 mm. At least 4 layers if total thickness is 270 mm or more.

A layer shall not be placed over a layer that exceeds 75 mm in compacted thickness until the temperature of the layer being covered is less than 70°C at mid-depth unless approved by the Engineer.

Asphalt concrete to be placed on shoulders, and on other areas off the traveled way having a width of 1.50 m or more, shall be spread in the same manner as specified above.

The completed mixture shall be deposited on the roadbed at a uniform quantity per linear meter, as necessary to provide the required compacted thickness without resorting to spotting, picking-up or otherwise shifting the mixture. During transporting, spreading and compacting, petroleum products such as diesel fuel and kerosene shall not be used as a release agent on trucks, spreaders or compactors in contact with the asphalt concrete.

Segregation shall be avoided. Surfacing shall be free from pockets of coarse or fine material. Asphalt concrete containing hardened lumps shall not be used.

Longitudinal joints in the top layer of Type A or Type B asphalt concrete shall correspond with the edges of planned traffic lanes. Longitudinal joints in other layers shall be offset not less than 150 mm alternately each side of the edges of traffic lanes.

Unless otherwise provided herein or approved by the Engineer, the top layer of asphalt concrete for shoulders, tapers, transitions, road connections, private drives, curve widenings, chain control lanes, turnouts, left-turn pockets, and other areas shall not be spread before the top layer of asphalt concrete for the adjoining through lane has been spread and compacted. At locations where the number of lanes is changed, the top layer for the through lanes shall be paved first. When existing pavement is to be surfaced and the specified thickness of asphalt concrete to be spread and compacted on the existing

pavement is 75 mm or less, the shoulders or other adjoining areas may be spread simultaneously with the through lane provided the completed surfacing conforms to the requirement of this Section 11-1. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete until final compaction has been completed.

At those locations shown on the plans, as specified in "Asphalt Concrete" in Section 10-1, "General," of these special provisions, or as directed by the Engineer, the asphalt concrete shall be tapered or feathered to conform to existing surfacing or to other highway and non-highway facilities.

At locations where the asphalt concrete is to be placed over areas inaccessible to spreading and rolling equipment, the asphalt concrete shall be spread by practical means to obtain the specified results and shall be compacted thoroughly to the required lines, grades, and cross sections by means of pneumatic tampers or by other methods that will produce the same degree of compaction as pneumatic tampers.

### **39-10.02 PRODUCTION START-UP EVALUATION AND NUCLEAR DENSITY TEST STRIPS**

The Contractor shall demonstrate that the proposed asphalt concrete mixture is being produced and placed on the roadway in conformance with this Section 11-1, "Quality Control / Quality Assurance." The production start-up evaluation shall demonstrate that the aggregates and asphalt concrete mixture conform to the requirements of Table 39-3, "Asphalt Concrete Mixture Requirements," and of Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1 when produced using the plant proposed for this project. The nuclear density test strip serves to provide the Contractor with a location to develop a correlation between cores taken from the test strip and the Contractor's and Engineer's nuclear density gage readings taken from the same locations on the test strip and for the Contractor to demonstrate the ability to achieve a minimum of 92 percent of maximum theoretical density.

Production start-up evaluation and the nuclear density test strip may be constructed separately or at the same time to serve both purposes. Asphalt concrete used in the nuclear density test strip shall be representative of the asphalt concrete that shall be placed in the project.

Should the test results or testing program fail to meet these criteria, production will be suspended and the Contractor shall resolve the problem in conformance with the provisions in Section 39-6, "Dispute Resolution," of this Section 11-1.

Attention is directed to longitudinal and transverse construction joint requirements specified in "Asphalt Concrete" in Section 10-1, "General," of these special provisions.

Test data used for the production start up evaluation and the nuclear gage test strips shall not be included with the test data used for acceptance of the work in conformance with the provisions in Section 39-11, "Acceptance of Work," of this Section 11-1.

A production start-up evaluation and a nuclear density test strip shall be used when production of asphalt concrete has been resumed following a suspension of production due to unsatisfactory material quality as specified in Section 39-4.04, "Contractor Process Control," Section 39-4.05, "Contractor Quality Control," and Section 39-11.02A, "General" of this Section 11-1.

#### **39-10.02A Production Start-Up Evaluation**

Before or on the first day of asphalt concrete production, the Contractor shall produce a trial quantity of between 250 tonnes and 500 tonnes of asphalt concrete to demonstrate that asphalt concrete produced for this project conforms to the quality characteristics of this Section 11-1. The location of the production start-up evaluation shall be approved by the Engineer.

Asphalt concrete shall be produced by production procedures intended for the entire project. Production of asphalt concrete shall stop after placement of the trial quantity of asphalt concrete. Asphalt concrete production and placement may resume after the quality characteristics of the asphalt concrete mixture have been tested and found to be in conformance with the quality requirements of this Section 11-1.

The Contractor shall randomly obtain 3 aggregate samples from the plant and 3 asphalt concrete mixture samples from the mat behind the paver. Each sample from the plant shall be split into 4 portions; each sample from the mat shall be split into 4 portions. One portion of each sample shall be tested by the Contractor and one portion of each sample shall be provided to the Engineer for testing. The remaining portions shall be delivered to the Engineer and stored for dispute resolution should the test results not conform to this Section 11-1. The Contractor and the Engineer shall evaluate the samples for conformance to the requirements for sand equivalent, stability, percent air voids, and the quality characteristics designated in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1. The percent air voids of the asphalt concrete mixture shall be within  $\pm 1.0$  percent of the percent air voids designated in the Contractor's mix design.

The trial quantity of asphalt concrete will be accepted if:

- A. Not more than 3 of the test results from the combined 6 test results from the Contractor's and Engineer's samples for quality characteristics indexed 2, 3, 4, and 5 in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1 are outside the specified limits.

- B. Not more than one of the test results from the combined 6 test results from the Contractor's and the Engineer's samples for sand equivalent, stability, percent air voids or critical start-up characteristics designated in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1 are outside the specified limits.

If the test results from the combined 6 test results fail to meet the conditions above, corrective action shall be taken, and a new trial quantity of asphalt concrete shall be placed and evaluated in conformance with the provisions in this section to demonstrate conformance. If the test results from the combined 6 test results fail to meet the requirements above, then the trial quantity of asphalt concrete will be rejected.

The testing program will be considered adequate only if the average of the Contractor's test results and the average of the Engineer's test results for sand equivalent, stability, percent air voids, and the quality characteristics designated in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1 are within the allowable testing difference designated in Table 39-6, "Allowable Testing Difference," of this Section 11-1.

The Contractor shall not proceed to regular production until the requirements of this Section 39-10.02A, "Production Start-Up Evaluation" have been met. At the request of the Contractor, the Engineer may elect to leave the asphalt concrete which does not meet the requirements of this Section 39-10.02A in place if mitigation at the Contractor's expense can be agreed to. If this quantity of asphalt concrete is left in place, the Contractor will be paid 50 percent of the contract price paid per tonne for asphalt concrete.

The Contractor shall establish a correlation factor for stability of cured versus uncured briquettes. From a single split sample of asphalt concrete, 6 briquettes shall be fabricated. Three of the 6 briquettes shall be cured for 15 hours in conformance with the requirements of California Test 366 and 3 briquettes shall not be cured. The difference between the average stability value determined for the cured and the uncured specimens shall be considered the correlation factor, and shall be applied to stability values determined on uncured samples throughout the life of the project. The correlation factor may range from zero to 4. If the correlation factor is less than zero, a factor of zero shall be applied. If the factor is greater than 4, the correlation factor shall be approved by the Engineer.

#### **39-10.02B Nuclear Density Test Strip**

On the first day of placement of each layer of asphalt concrete, the Contractor shall place a test strip in conformance with the requirements of California Test 375, "Density of Asphalt Concrete Using a Nuclear Gage" modified to use maximum theoretical density in accordance with ASTM D2041 (Rice Method) in lieu of test maximum density (TMD) as provided in Part 5, "Determining Test Maximum Density." The purpose of the test strip is to determine a correlation between cores taken from the test strip and the nuclear density gage readings taken at the core locations and to demonstrate that the asphalt concrete can be placed and compacted to the standards of these special provisions. Asphalt concrete used in the nuclear density test strip shall be representative of the asphalt concrete that shall be placed in the project. The location for the nuclear density test strip shall be approved by the Engineer.

The Contractor shall place nuclear density test strips until conditions of the test method and this Section 11-1 have been met. The requirements of this section and the test method shall apply for the correlation of each gage that is used to determine relative compaction for this project. Relative compaction results will not be accepted if they have been determined using a nuclear gage that has not been correlated using a test strip.

Asphalt concrete in test strips may be left in place under the following conditions:

- A If the test strip density is equal to or greater than 92 percent of maximum theoretical density, the Contractor will be paid at the contract price per tonne of asphalt concrete.
- B If the test strip density is less than 92 percent but greater than 90 percent of maximum theoretical density, the Contractor will be paid at 50 percent of the contract price per tonne of asphalt concrete. A new test strip will be required, and mitigation measures shall be at Contractor's expense.

Asphalt concrete in test strips will be rejected when the percent of maximum theoretical density for the test strip is below 90 percent. Production and placement shall not begin until the Contractor has demonstrated the ability to achieve 92 percent of maximum theoretical density in conformance with the provisions of these special provisions.

#### **39-10.03 SPREADING**

Layers shall be spread with an asphalt paver, unless otherwise specified or approved by the Engineer. Asphalt pavers shall be operated in such a manner as to insure continuous and uniform movement of the paver.

In advance of spreading asphalt concrete over an existing base, surfacing or bridge deck, if there is a contract item for asphalt concrete (leveling) or if ordered by the Engineer, asphalt concrete shall be spread by mechanical means that will produce a uniform smoothness and texture. Asphalt concrete (leveling) shall include, but not be limited to, the filling and leveling of irregularities and ruts. Asphalt concrete used to change the cross slope or profile of an existing surface shall not be considered as asphalt concrete (leveling).

Paint binder (tack coat) shall be applied to each layer in advance of spreading the next layer.

Before placing the top layer adjacent to cold transverse construction joints, the joints shall be trimmed to a vertical face on a neat line. Transverse joints shall be tested with a 3.6-m  $\pm$  0.06-m straightedge and shall be cut back for surface smoothness as required in conformance with Section 39-10.04, "Compacting," of this Section 11-1. Connections to existing surfacing shall be feathered to conform to the requirements for smoothness. Longitudinal joints shall be trimmed to a vertical face and on a neat line if the edges of the previously laid surfacing are, in the opinion of the Engineer, in such a condition that the quality of the completed joint will be affected.

#### **39-10.04 COMPACTING**

Compacting equipment shall conform to the provisions in Section 39-9.02, "Compacting Equipment," of this Section 11-1, "Quality Control / Quality Assurance."

Rolling shall commence at the lower edge and shall progress toward the highest portion. When compacting layers that exceed 75 mm in compacted thickness, rolling shall commence at the center and shall progress outwards. In-place density of asphalt concrete will be determined prior to opening the pavement to public traffic. No rolling will be permitted after the asphalt concrete temperature is below 60°C.

Percent of maximum theoretical density shall be determined in conformance with the requirements of California Test 375, "Density of Asphalt Concrete Using a Nuclear Gage" modified to use maximum theoretical density in accordance with ASTM D2041 (Rice Method) in lieu of test maximum density (TMD) as provided in Part 5, "Determining Test Maximum Density." Laboratory specimens shall be compacted in conformance with the requirements of California Test 304. Test locations will be established for asphalt concrete areas to be tested, as specified in California Test 375.

Asphalt concrete placed in dig outs, as a leveling course, for slope correction, for detours not included in the finished roadway prism, in areas where in the judgment of the Engineer compaction or compaction measurement by conventional methods is impeded or on the uppermost lift of shoulders with rumble strips shall be compacted by a method approved by the Engineer.

Percent of maximum theoretical density shall be determined in conformance with the requirements of California Test 375 except that only a nuclear gauge with thin lift capability shall be used for asphalt concrete layer of 30 mm to 59 mm in thickness. Laboratory specimens shall be compacted in conformance with the requirements of California Test 304. Test locations will be established for asphalt concrete areas to be tested, as specified in California Test 375.

Upon completion of rolling operations, if ordered by the Engineer, the asphalt concrete shall be cooled by applying water. Applying water shall conform to the provisions in Section 17, "Watering," of the Standard Specifications.

The completed surfacing shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, or irregularities. Ridges, indentations or other objectionable marks left in the surface of the asphalt concrete by blading or other equipment shall be eliminated by rolling or other suitable means. The use of equipment that leaves ridges, indentations or other objectionable marks in the asphalt concrete shall be discontinued.

When a straightedge 3.6 m  $\pm$  0.06 m long is laid on the finished surface and parallel with the centerline, the surface shall not vary more than 3-mm from the lower edge of the straightedge. The transverse slope of the finished surface shall be uniform to a degree such that no depressions greater than 6 mm are present when tested with a straightedge 3.6 m  $\pm$  0.06-m long in a direction transverse to the centerline and extending from edge to edge of a 3.6-m traffic lane.

Pavement within 15 m of a structure or approach slab shall conform to the smoothness tolerances specified in Section 51-1.17, "Finishing Bridge Decks," of the Standard Specifications.

### **39-11 ACCEPTANCE OF WORK**

#### **39-11.01 GENERAL**

The Engineer shall select the procedure used to determine the quantities of asphalt concrete for acceptance and payment determination in conformance with the provisions of this Section 11-1, "Quality Control / Quality Assurance."

Quality control test results that have been verified shall form the basis for statistical evaluation of the work in conformance with Section 39-11.02, "Statistical Evaluation and Determination of Pay Factor," of this Section 11-1. The quality requirements on which statistical evaluation will be based are specified in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1.

Work determined to be in conformance with the provisions of this Section 11-1 will be accepted and paid for at the contract price per tonne for asphalt concrete and may be subject to compensation adjustment in conformance with Section 39-11.02C, "Pay Factor Determination and Compensation Adjustment," of this Section 11-1.

Work that is not in compliance with the provisions of this Section 11-1 may be rejected by the Engineer and shall be removed and replaced at the Contractor's expense.

When there are fewer than 5 verified quality control tests, the work will be accepted or rejected based on whether the individual test results meet the quality requirements specified in Table 39-9, "Minimum Quality Control Requirements," of

this Section 11-1. Section 39-11.02, "Statistical Evaluation and Pay Factor Determination," of this Section 11-1 shall not apply.

Aggregates, asphalt binder, and asphalt concrete mixtures that do not conform to this Section 11-1 shall not be used.

The Engineer may reject a quantity of material that is determined to be defective based on visual inspection or noncompliance with the provisions of this Section 11-1.

### **39-11.02 STATISTICAL EVALUATION AND DETERMINATION OF PAY FACTOR**

Statistical evaluation of the work shall be used to verify the Contractor's quality control test results to determine compliance with this Section 11-1, "Quality Control / Quality Assurance."

#### **39-11.02A General**

The quality characteristics to be evaluated and the specification limits are specified in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1. Asphalt content, aggregate gradation (600- $\mu$ m and 75- $\mu$ m sieves), and percent of maximum density shall be considered for purposes of this Section 11-1 to be critical quality characteristics.

A lot represents the total quantity of asphalt concrete placed. More than one lot will occur if changes in the target values, material sources or mix design are requested by the Contractor and made in conformance with this Section 11-1 or if production of asphalt concrete is suspended due to unsatisfactory performance. However, asphalt concrete placed in dig outs, as a leveling course, for slope correction, for detours not to be included in the finished roadway prism, in areas where in the judgment of the Engineer compaction or compaction measurement by conventional methods is impeded or on the uppermost lift of shoulders with rumble strips shall be considered as a separate lot from other asphalt concrete. In addition, a new lot may be designated by the Engineer if the production and placement have been suspended for longer than 30 days due to seasonal suspension of phases of work.

A minimum of 5 samples shall be required to perform a statistical evaluation. The maximum obtainable pay factor with the 5 samples shall be 1.01. A minimum of 8 samples shall be required to obtain a pay factor of 1.05. If the sampling frequencies and quantity of work would otherwise result in fewer than 8 samples, the Contractor may submit a written request to increase the sampling frequency to provide a minimum of 8 samples. The request shall be included in the Quality Control Plan.

The lot will be accepted and a final pay factor determined when the Contractor's sampling, inspection, and test results are completed, have been submitted and evaluated, and the Engineer has visually inspected the pavement. Quality control test results shall be verified using the *t*-test in conformance with the provisions of Section 39-5.03, "Verification," of this Section 11-1 before the results will be used in considering the acceptance of asphalt concrete.

If the current composite pay factor of a lot is greater than 0.90, the lot will be accepted, provided the lowest single pay factor is not within the reject portion of Table 39-8, "Pay Factors," of this Section 11-1. If the lowest single pay factor is within the reject portion of Table 39-8, "Pay Factors," of this Section 11-1, the lot will be rejected. Rejected asphalt concrete shall be removed from the project site at the Contractor's expense.

If the current composite pay factor of a lot is less than 0.90, production of asphalt concrete shall be terminated and corrective action taken. Upon approval of the Engineer, up to 1000 tonnes of asphalt concrete may be placed to demonstrate that the asphalt concrete is once again in conformance with this Section 11-1. Production of asphalt concrete shall not start until the Engineer has received test results confirming conformance with this Section 11-1. A new lot will be established when production resumes.

If a pay factor for a critical quality characteristic designated in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1 is less than 0.90 for the lot or is within the rejection range for the last 5 tests, production of asphalt concrete shall be terminated and corrective action taken. Upon approval of the Engineer, up to 1000 tonnes of asphalt concrete may be placed to demonstrate that the asphalt concrete is once again in conformance with this Section 11-1. Production of asphalt concrete shall not start until the Engineer has received test results confirming conformance with this Section 11-1. A new lot will be established when production resumes.

Defective asphalt concrete may be voluntarily removed and replaced with new asphalt concrete to avoid a low pay factor. New material will be sampled, tested, and evaluated in conformance with this Section 11-1.

#### **39-11.02B Statistical Evaluation**

The Variability-Unknown/Standard Deviation Method will be used to determine the estimated percentage of the lot that is outside specification limits. The number of significant figures used in the calculations will be in conformance with the requirements of AASHTO Designation R-11, Absolute Method.

The estimated percentage of work that is outside of the specification limits for each quality characteristic will be determined as follows:



1. Calculate the arithmetic mean ( $\bar{X}$ ) of the test values;

$$\bar{X} = \frac{\sum x}{n}$$

where:

$\sum x$  = summation of individual test values  
 $n$  = total number of test values

2. Calculate the standard deviation (s);

$$s = \sqrt{\frac{\sum (x^2) - (\sum x)^2}{n(n-1)}}$$

where:

$\sum (x^2)$  = summation of the squares of individual test values  
 $(\sum x)^2$  = summation of the individual test values squared  
 $n$  = total number of test values

3. Calculate the upper quality index ( $Q_u$ );

$$Q_u = \frac{USL - \bar{X}}{s}$$

where:

USL = upper specification limit  
 $s$  = standard deviation  
 $\bar{X}$  = arithmetic mean

(Note: The USL is equal to the upper specification limit or the target value plus the production tolerance.)

4. Calculate the lower quality index ( $Q_L$ );

$$Q_L = \frac{\bar{X} - LSL}{s}$$

where:

LSL = lower specification limit or target value minus production tolerance  
 $s$  = standard deviation  
 $\bar{X}$  = arithmetic mean

5. From Table 39-7, "Estimated Percent of Work Outside Specification Limits," of this Section 11-1, determine  $P_U$ ;

where:

$P_U$  = the estimated percentage of work outside the USL.  
 ( $P_U = 0$ , when USL is not specified.)

6. From Table 39-7, "Estimated Percent of Work Outside Specification Limits," of this Section 11-1, determine  $P_L$ ;

where:

$P_L$  = the estimated percentage of work outside the LSL.  
 ( $P_L = 0$ , when LSL is not specified.)

7. Calculate the total estimated percentage of work outside the USL and LSL, Percent Defective;

$$\text{Percent Defective} = P_U + P_L$$

where:

- $P_U$  = the estimated percentage of work outside the USL  
 $P_L$  = the estimated percentage of work outside the LSL

8. Repeat Steps 1 through 7 for each quality characteristic listed for acceptance.

### **39-11.02C Pay Factor Determination and Compensation Adjustment**

The pay factor and compensation adjustment for a lot will be determined as follows:

1. From Table 39-8, "Pay Factors," of this Section 11-1, determine the pay factor for each quality characteristic, ( $PF_{QC}$ ), using the total number of test result values and the total estimated percentage outside the specification limits ( $P_U + P_L$ ) from Step 7 in Section 39-11.02B, "Statistical Evaluation," of this Section 11-1.
2. The pay factor for the lot is a composite of single pay factors determined for each quality characteristic designated in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1. The following formula is used:

$$PF_C = \sum_{i=1}^8 w_i PF_{QC_i}$$

where:

- $PF_C$  = the composite pay factor for the lot,  
 $PF_{QC}$  = the pay factor for the individual quality characteristic,  
 $w$  = the weighting factor listed in Table 39-9, and  
 $i$  = the quality characteristic index number in Table 39-9.
3. Payment to the Contractor for the lot of asphalt concrete will be subject to a compensation adjustment. The Compensation Adjustment Factor (CAF) will be determined as follows:

$$CAF = PF_C - 1$$

4. The amount of the compensation adjustment will be calculated as the product of:
  - a. the Compensation Adjustment Factor (CAF)
  - b. the total tonnes represented in the lot, and
  - c. the contract price paid per tonne for the item of asphalt concrete involved.

If the compensation adjustment is a negative value, the compensation adjustment will be deducted from moneys due, or that may become due, the Contractor under the contract. If the compensation adjustment is a positive value, the compensation adjustment will be added to moneys due, or that may become due, the Contractor under the contract.

Table 39-7.—ESTIMATED PERCENT OF WORK OUTSIDE SPECIFICATION LIMITS

Estimated Percent Outside Specification Limits ( $P_U$ and/or $P_L$ )	Upper Quality Index $Q_U$ or Lower Quality Index $Q_L$												
	n=5	n=6	n=7	n=8	n=9	n=10 to n=11	n=12 to n=14	n=15 to n=17	n=18 to n=22	n=23 to n=29	n=30 to n=42	n=43 to n=66	n=67 to
0	1.72	1.88	1.99	2.07	2.13	2.20	2.28	2.34	2.39	2.44	2.48	2.51	2.56
1	1.64	1.75	1.82	1.88	1.91	1.96	2.01	2.04	2.07	2.09	2.12	2.14	2.16
2	1.58	1.66	1.72	1.75	1.78	1.81	1.84	1.87	1.89	1.91	1.93	1.94	1.95
3	1.52	1.59	1.63	1.66	1.68	1.71	1.73	1.75	1.76	1.78	1.79	1.80	1.81
4	1.47	1.52	1.56	1.58	1.60	1.62	1.64	1.65	1.66	1.67	1.68	1.69	1.70
5	1.42	1.47	1.49	1.51	1.52	1.54	1.55	1.56	1.57	1.58	1.59	1.59	1.60
6	1.38	1.41	1.43	1.45	1.46	1.47	1.48	1.49	1.50	1.50	1.51	1.51	1.52
7	1.33	1.36	1.38	1.39	1.40	1.41	1.41	1.42	1.43	1.43	1.44	1.44	1.44
8	1.29	1.31	1.33	1.33	1.34	1.35	1.35	1.36	1.36	1.37	1.37	1.37	1.38
9	1.25	1.27	1.28	1.28	1.29	1.29	1.30	1.30	1.30	1.31	1.31	1.31	1.31
10	1.21	1.23	1.23	1.24	1.24	1.24	1.25	1.25	1.25	1.25	1.25	1.26	1.26
11	1.18	1.18	1.19	1.19	1.19	1.19	1.20	1.20	1.20	1.20	1.20	1.20	1.20
12	1.14	1.14	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15
13	1.10	1.10	1.10	1.10	1.10	1.10	1.11	1.11	1.11	1.11	1.11	1.11	1.11
14	1.07	1.07	1.07	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06
15	1.03	1.03	1.03	1.03	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
16	1.00	0.99	0.99	0.99	0.99	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
17	0.97	0.96	0.95	0.95	0.95	0.95	0.94	0.94	0.94	0.94	0.94	0.94	0.94
18	0.93	0.92	0.92	0.92	0.91	0.91	0.91	0.91	0.90	0.90	0.90	0.90	0.90
19	0.90	0.89	0.88	0.88	0.88	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87
20	0.87	0.86	0.85	0.85	0.84	0.84	0.84	0.83	0.83	0.83	0.83	0.83	0.83
21	0.84	0.82	0.82	0.81	0.81	0.81	0.80	0.80	0.80	0.80	0.80	0.80	0.79
22	0.81	0.79	0.79	0.78	0.78	0.77	0.77	0.77	0.76	0.76	0.76	0.76	0.76
23	0.77	0.76	0.75	0.75	0.74	0.74	0.74	0.73	0.73	0.73	0.73	0.73	0.73
24	0.74	0.73	0.72	0.72	0.71	0.71	0.70	0.70	0.70	0.70	0.70	0.70	0.70
25	0.71	0.70	0.69	0.69	0.68	0.68	0.67	0.67	0.67	0.67	0.67	0.67	0.66
26	0.68	0.67	0.67	0.65	0.65	0.65	0.64	0.64	0.64	0.64	0.64	0.64	0.63
27	0.65	0.64	0.63	0.62	0.62	0.62	0.61	0.61	0.61	0.61	0.61	0.61	0.60
28	0.62	0.61	0.60	0.59	0.59	0.59	0.58	0.58	0.58	0.58	0.58	0.58	0.57
29	0.59	0.58	0.57	0.57	0.56	0.56	0.55	0.55	0.55	0.55	0.55	0.55	0.54
30	0.56	0.55	0.54	0.54	0.53	0.53	0.52	0.52	0.52	0.52	0.52	0.52	0.52
31	0.53	0.52	0.51	0.51	0.50	0.50	0.50	0.49	0.49	0.49	0.49	0.49	0.49
32	0.50	0.49	0.48	0.48	0.48	0.47	0.47	0.47	0.46	0.46	0.46	0.46	0.46
33	0.47	0.48	0.45	0.45	0.45	0.44	0.44	0.44	0.44	0.43	0.43	0.43	0.43
34	0.45	0.43	0.43	0.42	0.42	0.42	0.41	0.41	0.41	0.41	0.41	0.41	0.40
35	0.42	0.40	0.40	0.39	0.39	0.39	0.38	0.38	0.38	0.38	0.38	0.38	0.38
36	0.39	0.38	0.37	0.37	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36
37	0.36	0.35	0.34	0.34	0.34	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.32
38	0.33	0.32	0.32	0.31	0.31	0.31	0.30	0.30	0.30	0.30	0.30	0.30	0.30
39	0.30	0.30	0.29	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28
40	0.28	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
41	0.25	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23
42	0.23	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
43	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18
44	0.16	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
45	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13
46	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
47	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08
48	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
49	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03
50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Notes:

1. If the value of  $Q_U$  or  $Q_L$  does not correspond to a value in the table, use the next lower value.
2. If  $Q_U$  or  $Q_L$  are negative values,  $P_U$  or  $P_L$  is equal to 100 minus the table value for  $P_U$  or  $P_L$ .

Table 39-8.—PAY FACTORS

PAY FACTOR	Sample Size												
	n=5	n=6	n=7	n=8	n=9	n=10 to n=11	n=12 to n=14	n=15 to n=17	n=18 to n=22	n=23 to n=29	n=30 to n=42	n=43 to n=66	n=67 to
	Maximum Allowable Percent of Work Outside Specification Limits for A Given Pay Factor (PU + PL)												
1.05				0	0	0	0	0	0	0	0	0	0
1.04			0	1	3	5	4	4	4	3	3	3	3
1.03		0	2	4	6	8	7	7	6	5	5	4	4
1.02		1	3	6	9	11	10	9	8	7	7	6	6
1.01	0	2	5	8	11	13	12	11	10	9	8	8	7
1.00	22	20	18	17	16	15	14	13	12	11	10	9	8
0.99	24	22	20	19	18	17	16	15	14	13	11	10	9
0.98	26	24	22	21	20	19	18	16	15	14	13	12	10
0.97	28	26	24	23	22	21	19	18	17	16	14	13	12
0.96	30	28	26	25	24	22	21	19	18	17	16	14	13
0.95	32	29	28	26	25	24	22	21	20	18	17	16	14
0.94	33	31	29	28	27	25	24	22	21	20	18	17	15
0.93	35	33	31	29	28	27	25	24	22	21	20	18	16
0.92	37	34	32	31	30	28	27	25	24	22	21	19	18
0.91	38	36	34	32	31	30	28	26	25	24	22	21	19
0.90	39	37	35	34	33	31	29	28	26	25	23	22	20
0.89	41	38	37	35	34	32	31	29	28	26	25	23	21
0.88	42	40	38	36	35	34	32	30	29	27	26	24	22
0.87	43	41	39	38	37	35	33	32	30	29	27	25	23
0.86	45	42	41	39	38	36	34	33	31	30	28	26	24
0.85	46	44	42	40	39	38	36	34	33	31	29	28	25
0.84	47	45	43	42	40	39	37	35	34	32	30	29	27
0.83	49	46	44	43	42	40	38	36	35	33	31	30	28
0.82	50	47	46	44	43	41	39	38	36	34	33	31	29
0.81	51	49	47	45	44	42	41	39	37	36	34	32	30
0.80	52	50	48	46	45	44	42	40	38	37	35	33	31
0.79	54	51	49	48	46	45	43	41	39	38	36	34	32
0.78	55	52	50	49	48	46	44	42	41	39	37	35	33
0.77	56	54	52	50	49	47	45	43	42	40	38	36	34
0.76	57	55	53	51	50	48	46	44	43	41	39	37	35
0.75	58	56	54	52	51	49	47	46	44	42	40	38	36
Reject	60	57	55	53	52	51	48	47	45	43	41	40	37
	61	58	56	55	53	52	50	48	46	44	43	41	38
	62	59	57	56	54	53	51	49	47	45	44	42	39
	63	61	58	57	55	54	52	50	48	47	45	43	40
	64	62	60	58	57	55	53	51	49	48	46	44	41
Reject Values Greater Than Those Shown Above													

Notes:

1. To obtain a pay factor when the estimated percent outside specification limits from Table 39-7, "Estimated Percent of Work Outside Specification Limits," does not correspond to a value in the table, use the next larger value.
2. The maximum obtainable pay factor is 1.05 (with a minimum of 8 test values).

Table 39-9 - MINIMUM QUALITY CONTROL REQUIREMENTS

Index (i)	Quality Characteristic	Specification Limits	Weighting Factor (w)	California Test	Minimum Sampling and Testing Frequency	Point of Sampling
1	Asphalt Content *, **	TV1 ± 0.4%	0.30	379 or 382	One sample per 500 tonnes or part thereof Not less than one sample per day	Mat behind paver
2	Gradation 25.4 mm	TV ± 5%	0.01	202	One sample per 500 tonnes or part thereof	Batch plant - from hot bins
3	19 mm	TV ± 5%	0.01		Not less than one sample per day	Drum Plant - from cold feed
4	12.5 mm	TV ± 5%	0.02			
5	9.5 mm.	TV ± 6%	0.02			
6	4.75 mm	TV ± 7%	0.02			
7	2.36 mm..	TV ± 5%	0.04			
8	600µm *, **	TV ± 4%	0.04			
9	300µm	TV ± 4%	0.07			
	75µm *, **	TV ± 2%	0.07			
10	Percent of Maximum Theoretical Density *	92%	0.40	375 (modified) (See Note 2)	One sample per 500 tonnes or part thereof Not less than one test per day	Finished mat after final rolling
	Maximum Theoretical Density			ASTM D2041	Per CT375	Mat behind the paver
11	Mix Moisture Content	1%		370	One sample per 1000 tonnes but not less than 1 sample per day	Mat behind the paver
	Asphalt and Mix Temperature	120°C to 190°C (Asphalt) 165°C (Mix)			Continuous using an automated recording device	Plant

Notes: 1. TV = Target Value from Contractor's Mix Design Proposal

2. California Test 375, "Density of Asphalt Concrete Using a Nuclear Gage" modified to use maximum theoretical density in accordance with ASTM D2041 (Rice Method) in lieu of test maximum density as provided in Part 5, "Determining Test Maximum Density."
- \* Quality characteristics 1, 7, 9 and 10 are defined as critical quality characteristics in the verification testing process.
- \*\* Quality characteristics 1, 7 and 9 are defined as critical start-up characteristics in the Production Start-Up Evaluation.

## 39-12 MEASUREMENT AND PAYMENT

### 39-12.01 MEASUREMENT

Asphalt concrete will be measured by mass. The quantity to be paid for will be the combined mass of the mixture for the various types of asphalt concrete, as designated in the Engineer's Estimate.

The mass of the materials will be determined in conformance with the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

Quantities of paving asphalt, liquid asphalt, and asphaltic emulsion to be paid for as contract items of work will be determined in conformance with the methods provided in Section 92, "Asphalts," Section 93, "Liquid Asphalts," or Section 94, "Asphaltic Emulsions," of the Standard Specifications, as the case may be.

When recorded batch masses are printed automatically, these masses may be used for determining pay quantities provided the following requirements are complied with:

- A. Total aggregate and supplemental fine aggregate mass per batch shall be printed. When supplemental fine aggregate is weighed cumulatively with the aggregate, the total batch mass of aggregate shall include the supplemental fine aggregate.
- B. The total bitumen mass per batch shall be printed.

- C. Zero-tolerance mass shall be printed prior to weighing the first batch and after weighing the last batch of each truckload.
- D. The time, date, mix number, load number, and truck identification shall be correlated with the load slip.
- E. A copy of the recorded batch masses shall be certified by a licensed weighmaster and submitted to the Engineer.

Pavement reinforcing fabric will be measured and paid for by the square meter for the actual pavement area covered.

### **39-12.02 PAYMENT**

Asphalt concrete placed in the work, unless otherwise specified, will be paid for at the contract price per tonne for asphalt concrete of the types designated in the Engineer's Estimate.

Compensation adjustment for asphalt concrete will be in conformance with Section 39-11.02C, "Pay Factor Determination and Compensation Adjustment," of this Section 11-1, "Quality Control / Quality Assurance."

When there is a contract item for asphalt concrete (leveling), quantities of asphalt concrete placed for leveling will be paid for at the contract price per tonne for asphalt concrete (leveling). When there is no contract item for asphalt concrete (leveling), and leveling is ordered by the Engineer, asphalt concrete so used will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

For asphalt concrete placed in dig outs, as a leveling course, for slope correction, for detours not included in the finished roadway prism, in areas where in the judgment of the Engineer compaction or compaction measurement by conventional methods is impeded or on the uppermost lift of shoulders with rumble strips the relative compaction provisions of Section 39-11.02, "Statistical Evaluation and Determination of Pay Factor," of this Section 11-1, shall not apply. In the computation of the composite pay factor ( $PF_C$ ) for the lot composed of this asphalt concrete, an individual pay factor of 1.0 for the relative compaction ( $PF_{QC8}$ ) shall be used.

Full compensation for the Contractor's Quality Control Plan, including furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in developing, implementing, modifying, and fulfilling the requirements of the Quality Control Plan shall be considered as included in the contract price paid per tonne for asphalt concrete of the types designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

Full compensation for Contractor sampling, testing, inspection, testing facilities, and preparation and submission of results shall be considered as included in the contract price paid per tonne for asphalt concrete of the types designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

Quantities of pavement reinforcing fabric placed and paving asphalt applied as a binder for the pavement reinforcing fabric will be paid for at the contract price per square meter for pavement reinforcing fabric and per tonne for paving asphalt (binder-pavement reinforcing fabric). Full compensation for furnishing and spreading sand to cover exposed binder material, if necessary, shall be considered as included in the contract price paid per tonne for paving asphalt (binder-pavement reinforcing fabric) and no separate payment will be made therefor.

Small quantities of asphalt concrete placed on pavement reinforcing fabric to prevent the fabric from being displaced by construction equipment or to allow public traffic to cross over the fabric shall be considered as part of the layer of asphalt concrete to be placed over the fabric and will be measured and paid for by the tonne as asphalt concrete of the types designated in the Engineer's Estimate.

When there is a contract item for liquid asphalt (prime coat), the quantity of prime coat will be paid for at the contract price per tonne for the designated grade of liquid asphalt (prime coat). When there is no contract item for liquid asphalt (prime coat) and the special provisions require the application of a prime coat, full compensation for furnishing and applying the prime coat shall be considered as included in the contract price paid per tonne for asphalt concrete of the types designated in the Engineer's Estimate and no separate payment will be made therefor.

When there is a contract item for asphaltic emulsion (paint binder), the quantity of asphaltic emulsion or paving asphalt used as paint binder (tack coat) will be paid for at the contract price per tonne for asphaltic emulsion (paint binder). When there is no contract item for asphaltic emulsion (paint binder), full compensation for furnishing and applying paint binder (tack coat) shall be considered as included in the contract price paid per tonne for asphalt concrete of the types designated in the Engineer's Estimate and no separate payment will be made therefor.

Fog seal coat will be paid for as provided in Section 37-1, "Seal Coats," of the Standard Specifications.

No adjustment of compensation will be made for an increase or decrease in the quantities of paint binder (tack coat) or fog seal coat required, regardless of the reason for such increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to the items of paint binder or fog seal coat.

The above contract prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing asphalt concrete, complete in place, as shown on the plans, as specified in this Section 11-1, "Quality Control / Quality Assurance," and "Asphalt Concrete" in Section 10-1, "General," of these special provisions, and as directed by the Engineer.

### **SECTION 12. (BLANK)**

### **SECTION 13. (BLANK)**

## SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

**GENERAL.**—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

**PERFORMANCE OF PREVIOUS CONTRACT.**—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

**NON-COLLUSION PROVISION.**—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

**PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.**—Part 23, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

### Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture \_\_\_\_\_
2. Address of joint venture \_\_\_\_\_
3. Phone number of joint venture \_\_\_\_\_
4. Identify the firms which comprise the joint venture. (The MBE partner must complete Schedule A.) \_\_\_\_\_  
\_\_\_\_\_
  - a. Describe the role of the MBE firm in the joint venture. \_\_\_\_\_
  - b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: \_\_\_\_\_  
\_\_\_\_\_
5. Nature of the joint venture's business \_\_\_\_\_  
\_\_\_\_\_
6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of MBE ownership? \_\_\_\_\_
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).
  - a. Profit and loss sharing.
  - b. Capital contributions, including equipment.
  - c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

- a. Financial decisions \_\_\_\_\_  
b. Management decisions, such as:

- (1) Estimating \_\_\_\_\_  
(2). Marketing and sales \_\_\_\_\_  
(3). Hiring and firing of management personnel \_\_\_\_\_  
(4) Purchasing of major items or supplies \_\_\_\_\_

- c. Supervision of field operations \_\_\_\_\_

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

#### **Affidavit**

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

_____ Name of Firm	_____ Name of Firm
_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date



Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_, before me appeared (Name) \_\_\_\_\_, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

[Seal]

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_, before me appeared (Name) \_\_\_\_\_ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

[Seal]

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

**I. GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;  
Section IV, paragraphs 1, 2, 3, 4, and 7;  
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
  - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
  - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**II. NONDISCRIMINATION**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
  - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall

include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
  - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
  - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
6. Training and Promotion:
- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
  - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
  - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
  - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
  - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
  - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
  - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
    - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
    - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
    - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
    - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
  - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

#### **IV. PAYMENT OF PREDETERMINED MINIMUM WAGE**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

##### **1. General:**

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

##### **2. Classification:**

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
  - (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
  - (2) the additional classification is utilized in the area by the construction industry;
  - (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized

representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

### **3. Payment of Fringe Benefits:**

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

### **4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

- a. Apprentices:
  - (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
  - (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
  - (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different

practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- (4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

**5. Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or



part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**8. Violation:**

**Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

**9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

## **V. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

**1. Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

**2. Payrolls and Payroll Records:**

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing

apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
  - (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
  - (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
  - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
  - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

#### **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
  - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

#### **VIII. SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

## **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

### **Notice To All Personnel Engaged On Federal-Aid Highway Projects**

18 U.S.C. 1020 READS AS FOLLOWS:

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

## **X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

## **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

### **1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
  - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and

frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions**

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## FEDERAL-AID FEMALE AND MINORITY GOALS

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women (applies nationwide).....(percent)	6.9
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The following are goals for minority utilization:

### CALIFORNIA ECONOMIC AREA

		Goal (Percent)
<b>174</b>	<b>Redding, CA:</b>	
	Non-SMSA Counties	6.8
	CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama.	
<b>175</b>	<b>Eureka, CA</b>	
	Non-SMSA Counties	6.6
	CA Del Norte; CA Humboldt; CA Trinity.	
<b>176</b>	<b>San Francisco-Oakland-San Jose, CA:</b>	
	SMSA Counties:	
	7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey.	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo.	
	7400 San Jose, CA	19.6
	CA Santa Clara.	
	7485 Santa Cruz, CA.	14.9
	CA Santa Cruz.	
	7500 Santa Rosa, CA	9.1
	CA Sonoma.	
	8720 Vallejo-Fairfield- Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties	23.2
	CA Lake; CA Mendocino; CA San Benito	
<b>177</b>	<b>Sacramento, CA:</b>	
	SMSA Counties:	
	6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo.	
	Non-SMSA Counties	14.3
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba.	
<b>178</b>	<b>Stockton-Modesto, CA:</b>	
	SMSA Counties:	
	5170 Modesto, CA	12.3
	CA Stanislaus.	
	8120 Stockton, CA	24.3
	CA San Joaquin.	
	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne.	



		<b>Goal (Percent)</b>
<b>179</b>	<b>Fresno-Bakersfield, CA</b>	
	SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern.	
	2840 Fresno, CA	26.1
	CA Fresno.	
	Non-SMSA Counties	23.6
	CA Kings; CA Madera; CA Tulare.	
<b>180</b>	<b>Los Angeles, CA:</b>	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange.	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles.	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura.	
	6780 Riverside-San Bernardino-Ontario, CA.	19.0
	CA Riverside; CA San Bernardino.	
	7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
	CA Santa Barbara.	
	Non-SMSA Counties	24.6
	CA Inyo; CA Mono; CA San Luis Obispo.	
<b>181</b>	<b>San Diego, CA:</b>	
	SMSA Counties	
	7320 San Diego, CA.	16.9
	CA San Diego.	
	Non-SMSA Counties	18.2
	CA Imperial.	

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.